



Government of the District of Columbia

HUMAN CARE AGREEMENT												PAGE 1 OF 115		
1. HUMAN CARE AGREEMENT NUMBER: DCRL-2013-H-0039				2. REQUISITION/PURCHASE REQUEST NO.				3. PURCHASE ORDER/TASK ORDER NUMBER				4. DATE OF AWARD		
5. ISSUED BY Child and Family Services Agency 200 I Street, S.E., Suite 2030 Washington, D.C. 20003								6. ADMINISTERED BY (If other than Item 5) See Section G						
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)														
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Child and Family Services Agency Fiscal Operations 200 I Street, S.E., Suite 2030 Washington, DC 20003								9. DISTRICT SHALL SEND ALL PAYMENTS TO:						
10. DESCRIPTION OF HUMAN CARE SERVICE AND COST (TO BE COMPLETED BY CFSA)														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE						QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT			
										SEE ATTACHED SCHEDULE B				
Total										\$				
Total From Any Continuation Pages										\$				
GRAND TOTAL										\$				
11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. Soar System Obligation Code N/A				B. Name of Financial Officer (Typed):				C. Signature:				D. Date:		
12. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: _____								Ending Date: _____						
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
13. FOR THE PROVIDER/CONTRACTOR							14. FOR THE DISTRICT OF COLUMBIA							
A. Name and Title of Signer (Type or print) Name: Title:							A. Name of Contracting Officer (Type or print) Name: Title:							
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:			B. Signature of CONTRACTING OFFICER:				C. Date:			

Child and Family Services Agency

SECTION B: SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Government of the District of Columbia, Child and Family Agency (CFSA), Contracts and Procurement Administration (CPA), hereinafter referred to the “District” anticipate awarding multiple Human Care Agreements “HCA” to the hereinafter referred to as the “Provider” or “Contractor” to provide Case Management and Family Based Foster Care Services, pursuant to Section 306a of the Procurement Practices Act as supplemented by Section 2(d) of the HCA Amendment Act of 2000 D.C. Law 13-155, D.C. Official Code §2-303.6a and in accordance with the Human Care Agreement Contractor Qualifications Record specified in Section L.
- B.2** The HCA is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCA’s will be eligible to receive task orders from the District to provide Case Management and Family Based Foster Care Services. The District is obligated only to the extent that task orders are made pursuant to the HCA.
- B.3** Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering Clause, Section G.11. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity specified Sections B.4 through B.4.3. There is not limit on the number of orders that may be issued. The District may issue task orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.1** Any task order issued during the effective period of this HCA and not completed within that period shall be completed by the Contractor within the time specified in the order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the HCA’s effective period; provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR – CLIN NOS. 0001 THROUGH 0006					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
0001	Traditional Case Management with Placement	\$_____	365	\$_____	\$_____
0002	Traditional - Case Management with no Placement	\$_____	365	\$_____	\$_____
0003	Administrative Rate	N/A	N/A	N/A	\$_____
0004	Cost Reimbursement	N/A	N/A	N/A	\$_____
0005	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
0006	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 0001 AND 0006					\$_____

BASE YEAR – CLIN NOS. 0007 THROUGH 0012					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
0007	Therapeutic Case Management with Placement	\$_____	365	\$_____	\$_____
0008	Therapeutic Case Management with no Placement	\$_____	365	\$_____	\$_____
0009	Administrative Rate	N/A	N/A	N/A	\$_____
0010	Cost Reimbursement	N/A	N/A	N/A	\$_____
0011	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
0012	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 0007 THROUGH 0012					\$_____

BASE YEAR – CLIN NOS. 0013 THROUGH 0016					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
0013	Specialized Case Management with Placement	\$_____	365	\$_____	\$_____
0014	Specialized Case Management with no Placement	\$_____	365	\$_____	\$_____
0015	Administrative Rate	N/A	N/A	N/A	N/A
0016	Cost Reimbursement	N/A	N/A	N/A	N/A
TOTAL CLIN NOS. 0013 THROUGH 0016					\$_____

B.4.2 OPTION YEAR 1 – CLIN NOS. 1001 THROUGH 1006					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
1001	Traditional Case Management with Placement	\$_____	365	\$_____	\$_____
1002	Traditional Case Management with no Placement	\$_____	365	\$_____	\$_____
1003	Administrative Rate	N/A	N/A	N/A	\$_____
1004	Cost Reimbursement	N/A	N/A	N/A	\$_____
1005	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
1006	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 1001 AND 1006					\$_____

OPTION YEAR 1 – CLIN NOS. 1007 AND 1012					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
1007	Traditional Case Management with Placement	\$_____	365	\$_____	\$_____
1008	Traditional Case Management with no Placement	\$_____	365	\$_____	\$_____
1009	Administrative Rate	N/A	N/A	N/A	\$_____
1010	Cost Reimbursement	N/A	N/A	N/A	\$_____
1011	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
1012	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 1007 THROUGH 1012					\$_____

OPTION YEAR 1 - CLIN NOS. 1013 AND 1016					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
1013	Specialized Case Management with Placement	\$_____	365	\$_____	\$_____
1014	Specialized Case Management with no Placement	\$_____	365	\$_____	\$_____
1015	Administrative Rate	N/A	N/A	N/A	\$_____
1016	Cost Reimbursement	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 1013 THROUGH 1016					\$_____

B.4.3 OPTION YEAR 2 – CLIN NOS. 2001 AND 2006					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
2001	Therapeutic Case Management with Placement	\$_____	365	\$_____	\$_____
2002	Therapeutic Case Management with no Placement	\$_____	365	\$_____	\$_____
2003	Administrative Rate	N/A	N/A	N/A	\$_____
2004	Cost Reimbursement	N/A	N/A	N/A	\$_____
2005	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
2006	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 2001 THROUGH 2006					\$_____

OPTION YEAR 2 – CLIN NOS. 2007 AND 2012					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
2007	Therapeutic Case Management with Placement	\$_____	365	\$_____	\$_____
2008	Therapeutic Case Management with no Placement	\$_____	365	\$_____	\$_____
2009	Administrative Rate	N/A	N/A	N/A	\$_____
2010	Cost Reimbursement	N/A	N/A	N/A	\$_____
2011	Teen Parent with 1 Child	N/A	N/A	N/A	\$_____
2012	Teen Parent with 2 Children	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 2007 THROUGH 2012					\$_____
OPTION YEAR 2 - CLIN NOS. 2013 THROUGH 2016					
CLIN NO.	Services	Per Diem Rate Per Client	Maximum Days	Quantity Max	Total Amount
2013	Specialized Case Management with Placement	\$_____	365	\$_____	\$_____
2014	Specialized Case Management with no Placement	\$_____	365	\$_____	\$_____
2015	Administrative Rate	N/A	N/A	N/A	\$_____
2016	Cost Reimbursement	N/A	N/A	N/A	\$_____
TOTAL CLIN NOS. 2013 THROUGH 2016					\$_____

The Provider shall enter the maximum quantity specified in Sections B.4 through B.4.3 for which the Provider is submitting a business plan.

NOTE:

Teen parent with 1 child rate is 1.5 x the per diem
Teen parent with 2 children is 1.75 x the per diem

The Provider shall submit a separate budget for each of the service category (i.e. one each for traditional, therapeutic and specialized) and for each individual years on the HCA (i.e. on each for the base year and each option year).

B.5 ADMINISTRATIVE RATE

The District will pay the Provider a monthly administrative rate as defined in the “Budget Package” instructions. This pre-negotiated rate will be paid monthly without regard to number of children placed during the month. This rate is subject to quarterly reconciliation and will be adjusted, if required.

B.6 CASE MANAGEMENT PER DIEM (with placement)

The District will pay the Provider for the actual number of children placed with the Provider over the course of a month, based on the Case Management Per Diem rate proposed in Section B.4 of this HCA. The Case Management Per Diem rate will be paid per child, per day and invoiced to the District on a monthly basis, per the instructions outlined in Section G and the “Budget Package” instructions. The Provider need only provide the services outlined in Section C of the HCA to be paid the Case Management Per Diem rate. The Case Management Per Diem rate is a pre-negotiated rate between the Provider and the District government.

B.7 CASE MANAGEMENT PER DIEM (without placement)

The District will pay the Provider for case managing children not in placement under this contract. The unit rate will be the rate for the Case management Per Diem (with placement) minus the foster parent payment amount.

B.8 COST REIMBURSEMENT

The District will reimburse the provider for the actual cost incurred as identified in the Cost Reimbursement CLIN, Section G, and the “Budget Package” instructions. Cost reimbursement invoices shall be submitted on a monthly basis.

B.9 COST REIMBURSEMENT CEILING

B.9.1 Cost reimbursement ceiling for this HCA is set forth in Section B.4.

B.9.2 The costs for performing this HCA shall not exceed the cost reimbursement ceiling specified in Section B.4.

B.9.3 The Contractor agrees to use its best efforts to perform the work specified in this HCA and to meet all obligations under this HCA within the cost reimbursement ceiling.

- B.9.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this HCA will be either greater or substantially less than the cost reimbursement ceiling.
- B.9.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this HCA.
- B.9.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this HCA.
- B.9.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of performance or as a result of termination.
- B.9.8 If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- B.9.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- B.9.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.
- B.10 A provider responding to this solicitation must submit with its response, a notarized statement detailing any subcontracting plan required by law. Responses to this solicitation shall be deemed nonresponsive and shall be rejected if the provider fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: SCOPE OF SERVICE FOR CASE MANAGEMENT AND FAMILY BASED FOSTER CARE SERVICES

C.1 BACKGROUND

- C.1.1 The Government of the District of Columbia's Child and Family Services Agency (CFSA, or the Agency) is charged with protecting children and youth from abuse and neglect; and, for those needing to be removed from their homes, ensuring a foster care placement that can effectively support children and youth in achieving their goals of safety, permanence, and well being.
- C.1.2 CFSA plans to purchase performance based, case management and family based foster care from private Agencies, or Providers, utilizing family based foster homes for care of children and youth that have been removed from their natural home due to abuse and/or neglect. CFSA continues to prioritize family based foster care for young and older children alike.
- C.1.3 All children and youth deserve a permanent home and the nurture and support of a loving family. CFSA expects family based foster care Providers to achieve timely permanency goals for children and youth referred for case management and foster care services.
- C.1.4 Providers of family based foster care services shall provide children and youth with a set of high quality services that include a safe and stable foster care placement with a structured treatment environment that fosters positive child and youth development, and inter-sibling relationships, and proactive case management work that succeeds in achieving permanence. CFSA expects that family based foster care agencies will meet outcomes as established in this scope of work and will complete requirements set forth by the Adoption and Safe Families Act (ASFA, H.R. 6893), the LaShawn A. v. Gray Implementation and Exit Plan (IEP), and Fostering Connections to Success and Increasing Adoptions Act (Public Law 105-89) and CFSA policies.
- C.1.5 Providers of family based foster care programs shall identify and be responsive to the individual needs of the child or youth to include the individual needs of the child or youth in a sibling group and the group as a whole and the related service needs of the child's family from the point of initial placement through achievement of his/her service plan and permanency goals. CFSA expects Providers to address the case management needs of children and youth with minimal, if any, placement moves.
- C.1.6 This HCA places special emphasis on the establishment and attainment of permanence plans for every child, as well as meeting desired outcomes for safety and well-being.
- C.1.7 Achievement of established outcomes set forth in Section C.3 will be monitored on a monthly basis. Every Provider will be monitored on three (3) levels to include; general HCA and scope of work requirements, federal outcomes, and performance based outcome measures.

C.2 CONTINUUM OF PERMANENCY

- C.2.1 CFSA will measure Provider Agencies' ability to provide a safe and stable care environment, and achieve permanency and well being goals for children and youth, through a set of outcomes and performance indicators.
- C.2.2 The Provider shall deliver trauma informed case management services as adopted and trained by CFSA that achieves permanency for children and youth and their families through continuous and effective assessment, concurrent case planning and teaming efforts. The Provider shall follow CFSA guidance on permanency planning as outlined in the CFSA policy and the "Out-of-Home Practice Operation Manual (POM)".
- C.2.3 Providers shall seek kin from the onset of their involvement in the case, whether it is an initial removal or a replacement. Maternal and paternal kin shall be encouraged to remain involved in the lives of the children, even if they cannot be a placement resource. Kin who are interested in becoming placement resources shall be encouraged to plan for the entire sibling group or identify other kin resources who may share the responsibility while ensuring the continuity of relationships between siblings, and be licensed as quickly as possible, through the emergency temporary kinship process, if possible.
- C.2.4 The Providers shall achieve the full range of permanency goals (reunification, guardianship, legal custody, adoption) for children and youth through its own case management and service resources, and obtain full licensure to perform the duties required to achieve the permanency goals, including a Maryland adoption license for agencies that operate in Maryland. CFSA will continue to offer Providers technical assistance.
- C.2.5 The Provider shall collaborate in CFSA permanency strategies. The Provider's permanency planning and efforts shall include where appropriate, and defined, the development of permanent connections between children and youth and a significant individual in their lives that can serve as a permanent resource for achievement of the permanency goal. Also, CFSA will assign an Independent Living Specialist from the Office of Youth Empowerment (OYE) to assist the Provider with permanency efforts for older youth.
- C.2.6 The Provider shall recruit, train and support a pool of foster family homes that provide an environment capable of meeting the unique needs of youth placed in their care including all aspects of well-being (education, health and social and behavior management), and providing stability while the child or youth's permanency goals are achieved. The Provider's foster parents shall have the capacity and receive the guidance necessary to manage the emotional and behavioral functioning of each child, youth(s) or children, in their care, and assist them in making progress towards his/her goals.

C.3 PERFORMANCE OUTCOMES AND INDICATORS

- C.3.1 The Provider shall ensure case management and supportive services that achieve the established outcomes for children and youth in family based foster care and their families as outlined in this section.

C.3.2 The Providers shall develop and implement a quality assurance (QA) system that collects data to measure progress on the outcomes and indicators defined by the federal government for child welfare, those required by the Exit Plan, and any additional benchmarks established by CFSA. The Provider's QA system must comply with the Federal Administration for Children and Families' guidelines.

C.3.2.1 Safety Outcomes

C.3.2.1.2 Reduce the incidence of child abuse and/or neglect in foster care.

C.3.2.1.2.A Performance Indicator: Of all children in foster care during the reporting period, 100% shall be free from harm while in a foster home.

C.3.2.2 Permanency Outcomes

C.3.2.2.1 Increase permanency for children in foster care.

C.3.2.2.1.A Performance Indicator: At least 50% of children served by the Provider shall achieve permanence through reunification, adoption, or guardianship throughout the 12 months of the contract year.

C.3.2.2.1.B Performance Indicator: At least 65% of sibling groups of children and youth entering care shall be placed in a single foster family home or in a cooperative foster family arrangement where sibling groups of children and youth have demonstrated continuity of their sibling relationship. The provider shall make every effort to prioritize kin placements, where possible.

C.3.2.2.2 Reduce the number of children/youth who re-enter foster care within 12 months of exiting foster care.

C.3.2.2.2.A Performance Indicator: Of all children who exited foster care, less than 10% shall re-enter care within 12 months of their exit.

C.3.2.2.3 Reduce time in foster care to adoption.

C.3.2.2.3.A Performance Indicator: 90% of children shall have their adoptions finalized within 12 months of being placed in a pre-adoptive home.

C.3.2.2.3.B Performance Indicator: 90% of the children and sibling groups of children and youth shall have their guardianship (kin and foster family) finalized within 12 months of being placed in the home where guardianship is the established goal at the time of placement.

C.3.2.3 Well-Being Outcomes

C.3.2.3.1 Health

C.3.2.3.1.A Performance Indicator: 95% of children entering; foster care shall receive an initial health screening from Healthy Horizons Clinic.

- C.3.2.3.1.B Performance Indicator: 85% of children entering foster care shall receive a comprehensive health assessment within 30 days of entering foster care.
- C.3.2.3.1.C 90% of children entering foster care for the first shall receive a mental health screen within 10 days of entering foster care.
- C.3.2.3.1.D Performance Indicator: At least 58% of youth entering foster care shall have a dental evaluation within 30 days of entering care (may not apply to youth having received a dental exam within 6 months of entering foster care).
- C.3.2.4 Education
 - C.3.2.4.1 Atleast 85% of the children 0-5 years of age entering foster care and placed in a private agency home shall ensure documentation of a developmental screening by Healthy Horizons or the Office of Well-Being and the results documented in FACES.
 - C.3.2.4.1.A Performance Indicator: 60% of youth 18-21 years of age in their care for at least six months shall have completed high school or equivalent at the time of exit from foster care.
 - C.3.2.4.1.B Performance Indicator: At least 30% of youth 18-21 years of age and in college shall graduate prior to their exit from foster care.
 - C.3.2.4.1.C Performance Indicator: 30% of youth 18-21 years of age and enrolled in vocational education or employed shall complete vocational training/or receive industry certification prior to exit from foster care.
 - C.3.2.4.1.D Performance Indicator: The Provider shall monitor the reading proficiencies of third and eighth graders and the math proficiency of eighth graders for all children placed in their care. For those children performing at a level below the acceptable minimum standards, the Provider shall ensure that they receive educational services.
 - C.3.2.4.1.E Performance Indicator: The Provider shall assist all youth between the ages of 15-21 in their care for 6 months or more to achieve the identified CFSA youth benchmarks appropriate for the age and as incorporated in their case plan. (see attached CFSA Youth Benchmarks).
- C.3.2.5 Placement Stability
 - C.3.2.5.A Performance Indicator: 80% of children shall have two or fewer placements once they are placed with the Provider; or, if they have been in care for 25 months or more, they shall have two or fewer placements in the past 12 months.

C.4 TARGET POPULATIONS

- C.4.2 The Provider shall provide one or more of the following types of family based foster case services:
 - C.4.2.1 The Provider of Traditional Family Based Foster Care shall serve those children and youth ranging in ages from birth through twenty-one (21) that have experienced trauma due to prior exposure to

abuse and neglect and/or foster care placements but do not present conditions requiring Therapeutic Care. This care shall be provided in licensed, foster family homes. The foster parent shall participate in all counseling and therapy sessions with the child or youth:

- Assist with the execution of the required behavior management plan as directed by the treatment team;
- Support the stability of youth in the educational setting as needed;
- Intervene with the treatment team when the youth experiences a mental health, behavioral, or emotional crisis for the purpose of improving or stabilizing the child.

C.4.2.2 The Provider of Therapeutic Family Based Foster Care shall serve those children and youth ranging in age from birth through twenty-one (21) that present the need for a more therapeutic milieu as supported by an Axis 1 diagnosis and CFSA approved clinical justification using evidence based practice approaches. The foster parent shall participate in all counseling and therapy sessions with the child or youth as required by the clinician:

- Assist with the development, execution, and monitoring of the required behavior management plan;
- Support the stability of youth in the educational setting as needed;
- Intervene with the treatment team when the youth experiences a mental health, behavioral, or emotional crisis for the purpose of improving or stabilizing the child.

C.4.2.2.1 Foster parents shall be trained as part of the treatment team to stabilize and address the behavioral and mental health needs in order to step down the youth/child to a lower level of care. 70 % of children/youth served by the agency shall be stepped down to a lower level of care within six (6) months in preparation for achieving permanency.

C.4.2.2.2 The Provider shall, within a period of six (6) months or less, stabilize the child or youth, and effectively transition the child or youth to a less therapeutic level of care, if clinically appropriate. CFSA shall not sustain the rate of pay for therapeutic care beyond the period of six (6) months, unless the continued need for placement in this more intense level of care and service is demonstrated through documented assessments using a valid tool implemented regularly made by the CMSW, and included as part of the child or youth's case plan. Approval to continue services in a Therapeutic Family Based Foster Care home beyond the initial six (6) months must be obtained from CFSA's Clinical and Health Services Administration.

C.4.2.3 The Provider of Teen Parent Family Based Foster Care shall serve pregnant and parenting teens and their children in licensed, foster family homes. CFSA also seeks Providers that can serve pregnant and parenting teens who are in need of therapeutic care, and are not developmentally appropriate for congregate care independent living programs. Services to ameliorate the conditions that brought the child or youth into foster care, prepare the teen parent to appropriately care for his/her dependent child(ren). The Provider shall also assist the teen parent and their dependent child(ren) achieve permanency and stability in a family-like setting.

C.4.2.3.1 Providers of Teen Parent Family Based Foster Care shall use an evidence based parenting model that will prepare the pregnant or parenting teen to assist their dependent children to achieve age-appropriate health, education and social benchmarks. Providers are also expected to support the pregnant or parenting teen to acquire the educational and vocational benchmarks necessary to

care for themselves and their children after leaving foster care. The Provider of teen parents shall ensure that 100% of teen parents are linked to evidence based parenting classes specific to their needs. The foster parents shall be trained to support the growth and development of teen parents and their children to encourage improved parenting skills.

- C.4.2.4 The Provider of Specialized Family Based Foster Care shall serve those children and youth ranging in age from birth through twenty-one (21) years that present conditions of developmental disabilities and/or medical fragility (life threatening illness or chronic health conditions), and their families, and link them to adult services prior to exiting foster care.
- C.4.2.5 All family based foster care Providers shall serve lesbian, gay, bisexual and transgendered children and youth within Traditional, Therapeutic and Specialized Care programs that promote permanency and stability for these youth.
- C.4.2.6 CFSA seeks innovative approaches to accommodating the placement of siblings together within family based homes.
- C.4.2.7 CFSA seeks innovative approaches to increase visitations between parent and children and sibling visitation.

C.5 DEFINITIONS

- C.5.1 Abscondance – The child or youth is absent from an approved placement due to escape, runaway or truancy status.
- C.5.2 Adoption – A Family Court terminates a child or youth’s legal rights and duties toward his/her natural parents and substitutes similar rights and duties toward adoptive parents. A financial subsidy may or may not be involved.
- C.5.3 Adoption Services – Services provided to facilitate the adoption of children. Services may include recruitment, licensing, home study, training, and retention of adoptive parents.
- C.5.4 Agency – The DC Child and Family Services Agency, or CFSA
- C.5.5 Bed Hold – Maintaining a bed for a youth away in abscondance, a hospital, or college. The bed hold rate is 100% of the room and board per diem during the time a child is away in college. The bed hold rate for abscondance and hospital stays shall be 100% of the room and board per diem for up to 72 hours.
- C.5.6 Axis 1 Diagnosis – Outlined by the Diagnostic and Statistical Manual of Disorders (DSM-IV), includes all psychiatric diagnoses with the exception of personality disorders and mental retardation.
- C.5.7 Behavior Management Plan – A written document that targets the specific problematic behaviors of a child/youth, and the identified interventions in the placement setting that will encourage and support the child/youth in decreasing or eliminating the inappropriate behaviors that are interfering with success.

- C.5.8 Case Management – The process by which a case plan is continuously assessed, developed, implemented, and revised accordingly toward the achievement of the goals and objectives outlined in the case plan for the child or youth and his/her family.
- C.5.9 Case Management Responsibility – Responsibility for managing a case for a child or children that have been placed in out-of-home care as a result of abuse/neglect. This responsibility is assigned by CFSA.
- C.5.10 Case Managing Social Worker (CMSW) – The CFSA Social Worker, or Provider Agency’s Social Worker, assigned to a child or youth placed in foster care. The CMSW is responsible for the child and family assessment, development and implementation of a case plan to meet the child or youth’s permanency goal. The CMSW acts as lead, and works in collaboration with identified service providers (health, mental health, education, etc.) to ensure the individual needs of the child or youth are being met through the prompt and effective delivery of services to fulfill the case plan requirements, and the comprehensive case plan.
- C.5.11 Case Managing Agencies – Child placing agencies that are responsible for case management and foster care services.
- C.5.12 Case Plan – A written document developed by the CMSW for a child or youth that has a child abuse or neglect case with CFSA. The plan outlines the goals and objectives for the child and family, and the timeframes for achieving these goals. Goals and objectives should be behaviorally-based, not service-based, and should address health, mental health, educational, and other needs. Case plans are reviewed periodically to assess progress and identify barriers to meeting the plan’s goals and objectives. Also, for purposes of Medicaid reimbursement, the case plan must be updated whenever significant change occurs in the child or family’s needs and services. The case plan should aggregate all planning documents, including treatment plans for children designated as therapeutic and youth transition plans (YTP) for teens.
- C.5.13 Case Notes – Documentation of activities that support the implementation of the Case Plan. Each engagement between the child or youth and the Case Managing Agency Social Worker or other Agency personnel is documented in the case notes and ties back to the goals in the Case Plan. The case notes should contain the how, what, why and when of the Social Worker’s or other Agency personnel’s engagement with the child or youth. The notes should also indicate whether the child or youth refused services.
- C.5.14 Left Intentionally Blank
- C.5.15 Child – An individual aged between birth and puberty. Since age varies for the onset of puberty, in this document a child is generally considered to be an individual under the age of fifteen (15).
- C.5.16 Child Abuse – Physical or mental injury of a non-accidental nature, sexual abuse or sexual exploitation, or negligent treatment or maltreatment of a child caused or allowed by a person responsible for his or her welfare under circumstances which indicate that the child’s health or welfare is harmed or threatened with harm.
- C.5.17 Child Placing Agency – An agency licensed to provide “child placing” or “family based foster care” which includes foster home recruitment and licensing, case management and placement services.

- C.5.18 Choice Provider – A mental health service provider with special designation by the DC Department of Health.
- C.5.19 Concurrent Planning – The process of working towards reunification while simultaneously establishing an alternative or contingency back-up plan, with concurrent rather than sequential planning efforts in order to more quickly move children from the uncertainty of foster care to the security of a safe and stable permanent family.
- C.5.20 Confidentiality – The safeguarding of information regarding children, youth and families in accordance with the Health Information Portability and Accountability Act (HIPAA) laws, and all federal and District laws governing confidentiality.
- C.5.21 Core Service Agency – A mental health service provider qualified by the DC Department of Mental Health that provides Medicaid-reimbursable services.
- C.5.22 Developmental Disability – A chronic disability of a person five years of age or older that is attributable to a mental and/or physical impairment manifested before age 22; likely to continue indefinitely; and results in substantial functional limitations in three or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency.
- C.5.23 Facilitate – To coordinate actions that ensure access to the services and case activities outlined in each child or youth’s case plan. The Provider’s “facilitation” ensures services are fully implemented for children and youth.
- C.5.24 Family-based Foster Care – Foster care provided in a foster family home environment. Foster family home means the home of an individual or family (not group home owned and operated by an entity/corporation) located in the District of Columbia licensed in accordance with DCMR Chapter 60 regulations. Foster family homes in other jurisdictions are licensed by regulations governing such care in the respective jurisdiction.
- C.5.25 Family Team Meeting (FTM) – Scheduled meeting that includes birth parents, foster families, pertinent professionals and other significant individuals in planning for the safety, care and placement of the child. Trained staff facilitates these meetings to develop or amend the case plan in all cases of initial removal of a child from his/her natural home, any changes in placement for the child, or transitions related to permanency.
- C.5.26 Family Responsibility – Provider has primary case management responsibility for child(ren) in care and their foster families to ensure timely reunification, kinship guardianship and/or adoption occurs. This includes all case planning, court responsibility and supports to siblings remaining in the natural home or placed in other foster care settings. Family Responsibility requires the provider to deliver services consistent with CFSA’s Policy and POM (e.g., comprehensive assessment, concurrent planning, teaming, family engagement including paternal relatives, permanency with kin). The Provider shall ensure that the CMSW or a designee attend the FTM to the greatest extent possible.

- C.5.27 Fictive kin – Non-blood related individuals that perform activities and hold relationships common to those of family members. These individuals are considered significant members of the child and family’s life.
- C.5.28 Foster care – Continuous twenty-four (24) hour care and supportive services provided for a minor in the legal custody or guardianship of CFSA while the child needs substitute care out of the natural home.
- C.5.29 Guardianship – A relative adult, a godparent, or significant member of the child’s life that obtains custodial rights to a child/youth through the Family Court.
- C.5.30 Human Care Agreement (HCA) – A written agreement for the procurement of education or special education, health, human, or social services pursuant to DC Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally or physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.5.31 Individualized Education Plan (IEP) – The written plan developed for the child or youth that identifies and outlines educational needs and services, and is incorporated into the Case Plan.
- C.5.32 Individualized Family Service Plan (IFSP) – The written document that guides the early intervention process for children with disabilities and their families in accordance with Part C of the Individuals with Disabilities Education Act (IDEA). The plan contains information about the services necessary to facilitate a child’s development and enhance the family’s capacity to facilitate the child’s development. Family members and service providers work as a team to plan, implement, and evaluate services tailored to the family’s unique concerns, priorities, and resources.
- C.5.33 Legal Custody – An adult obtains custodial rights of a child/youth through the Family Court, and no financial subsidy is involved.
- C.5.34 Mandatory Reporter – An individual involved with children or youth as per professional role that is required to report abuse and neglect.
- C.5.35 Medically Fragile – Children or youth with significantly debilitating medical conditions that impair daily functioning and require close medical supervision.
- C.5.36 Mental Health Service Provider – May be one of the following: a Department of Mental Health Cores Service Agency (CSA); a CFSA contracted vendor; a Crime Victims mental health provider; or a mental health provider through the Health Services for Children with Special Needs (HSCSN) network.

- C.5.37 Out-of-Home Care – Synonymous term for foster care.
- C.5.38 Performance-Based HCA – A method of contracting for services that specifies outcome measures or other performance measures that must be met by the contracted Provider, and links contract renewals to performance.
- C.5.39 Permanency – The provision of a permanent living arrangement for a child based on the Federal Adoptions and Safe Families Act (AFSA) requirements. Also the process by which a child in CFSA foster care, and his/her family, benefits from case planning, periodic reviews, and other procedural safeguards to ensure that the child enters care only when necessary and appropriately placed, and is returned home or to a permanent living situation in a timely fashion.
- C.5.40 Permanent or “Lifelong” Connection – An enduring connection established between the youth and at least one adult committed to a safe, stable and supportive relationship in order to provide lasting support and guidance to the youth as he/she transition from foster care to self-sufficiency. This is a permanent connection that should last beyond the youth’s involvement with CFSA. The adult may or may not be a family member.
- C.5.41 Post-Permanency Period – The period of time following achievement of the permanency goal for the child during which the CMSW with case management responsibility continues monitoring and supportive activities to ensure safety, well-being, and continued success with permanency.
- C.5.42 Provider Agencies (Providers) – Licensed, private agencies providing group or family based foster care and/or case management services as per a HCA between the Provider Agency and CFSA.
- C.5.43 Quality Assurance – The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.
- C.5.44 Qualified Provider – A Provider of human services that has received a HCA as per a review process of organizational qualifications to deliver services.
- C.5.45 Respite Care – Supportive services that are designed to provide resource parent(s), guardian(s) and/or children, with a period of temporary, short term, planned or unplanned relief from the ongoing care arrangement, thereby reducing the possibility of crisis and/or disruption of the placement. Respite care is agency -arranged (CFSA or private), and provided by licensed, approved respite care resources. Respite care does not constitute a placement change, and the plan must be for the child to remain in or return to the placement scenario prior to the respite care period.
- C.5.46 Reunification – The positive conclusion of providing care and guidance to children in CFSA custody whereby they are reunited with their family or legal guardian. The case is no longer open with the court; however, in cases where the child/youth is reunified under protective supervision of the court, monitoring of the case continues for a defined period while the child/youth remains in the home.
- C.5.47 Safety – Protection from or absence of imminent danger, harm or injury.

- C.5.48 Specialized Family Based Foster Care – Foster care in family based foster homes for children and youth with developmental disabilities and/or conditions of medical fragility.
- C.5.49 Sibling Group: Children and youth who have an established emotional and psychological bond and have identified themselves as siblings through the biological sharing of parents, past foster, kin or adoptive relationships.
- C.5.50 Structured Decision-Making - An approach to child protective services that uses clearly defined and consistently applied decision-making criteria of screening for investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan.
- C.5.51 Task Order – An order for services placed against an established human care agreement.
- C.5.52 Teaming – A group of professionals representing various aspects of the child or youth’s well-being interests from a health, mental health, educational, life and social skills, and permanence perspective that collaborate toward meeting the needs of the child or youth and their family through assessment and service planning and delivery. CFSA’s teaming process is a shared decision-making approach that is coordinated and primarily led by the CMSW. In most instances, it is the CMSW who leads the engagement process and the formulation of the team. There may be occasions in which another facilitator leads the team’s planning efforts. In cases such as that of an older youth, or a family nearing permanency, another member of the team may naturally or voluntarily assume the role of team leader. In each of these scenarios, the CMSW retains primary responsibility for the direction and management of the case, including ensuring decisions made by the team are carried out by the responsible party.
- C.5.53 Teen Parent Family Based Foster Care – Foster family home care for pregnant and parenting teens and their dependent children.
- C.5.54 Therapeutic Family Based Foster Care – Foster family home care for children and youth that present Axis One conditions requiring more intensive supervision and therapeutic care.
- C.5.55 Traditional Family Based Foster Care – Foster family home care for children and youth presenting emotions and behaviors typical of those having suffered abuse/neglect warranting removal from their natural home.
- C.5.56 Treatment Plan – The written plan identifies and outlines the treatment needs for a child or youth designated as therapeutic. This plan shall include the specific services needed by the child or youth to meet their treatment goals that will lead to stabilization and a step down into a lower level of care, including the scope, frequency and duration of the services needed. Documentation of the service shall include: the name of the child and Medicaid number (if available); name of Provider and professional credentials; the service provided, and the time, date, place, and length of the service; and a note describing how the services relates to the treatment goal and what progress has been made since the previous plan. The treatment team should document the child or youth’s progress towards stepping down and a recommendation as to whether or not step-down can occur.

- C.5.57 Units of Service – Term used for the purpose of billing for services delivered by a Provider to a client, in this case a child or youth placed in care by CFSA. Units defined in 15-minute increments of service or more.
- C.5.58 Well Being – The healthy physical, emotional, intellectual, and spiritual development and existence of a human being.
- C.5.59 Youth – An individual in age between the onset of puberty and early adulthood. Definitions vary of the specific age range that constitutes youth, but for the purposes of this document, the age range for a youth is age fifteen (15) to twenty one (21).
- C.5.60 Youth Transition Plan (YTP) – The written, comprehensive plan that focuses on independent living skills consistent with those specified in the OYE Youth Benchmarks document, goals, objectives, strategies, services and resources to address the assessed strengths and need areas of a CFSA child or youth. The YTP shall be incorporated into the case plan.

C.6 CASE MANAGEMENT

C.6.1 Case Management Responsibility

- C.6.1.1 Once assigned by CFSA, the Provider shall retain responsibility for case management services and supports until the child's case plan goals have been met, or the child has achieved permanency through reunification, legal guardianship, a finalized adoption, or if child moves to a new foster home. The Provider shall refer all youth in their care to OYE on their 20th birthday to begin final transition planning process in preparation for their independence.
- C.6.1.2 The primary role of the CMSW is to assess the needs of the child and family, and to work towards achieving permanency for children that come into foster (or out-of-home) care, identify and coordinate all services for the child, youth or family necessary to achieve this goal, as well as ensure the safety and well-being of the child during his/her foster care stay. The CMSW shall work with the child's family to address the safety and risk issues that brought the child to the attention of CFSA.
- C.6.1.3 Case management services for non-court involved children that are not living in the family home, are not included as part of the services outlined in this solicitation.
- C.6.1.4 Further definition of Provider case management responsibilities may be developed during the term of HCA that may modify portions of this role. Such changes will be established as policy or through CFSA's Administrative Issuances (AI's) for family based foster care, and therefore inherent to the expectations of Case Managing Family Based Foster Care Agencies.
- C.6.1.5 The Provider's CMSW shall provide assessment, case and service planning, as well as implementation of services for each child assigned to the caseload.
- C.6.1.6 In addition to case and service planning activities pertinent to each child on a caseload, a Provider (referred to as "Provider A") shall be assigned family responsibility to manage permanency and support efforts for the natural family under one or more of the following scenarios:
- C.6.1.6.1 The only child in out-of-home (foster) care is placed in one of Provider A's foster homes.

- C.6.1.6.2 There are children placed with multiple agencies (last resort), but Provider A's placed child (or children) has a goal of reunification.
- C.6.1.6.3 The child first entering care had been placed with Provider A, and siblings subsequently entered the system and had to be placed with an alternate Provider Agency due to Provider A's inability to accommodate them with a foster home placement.
- C.6.1.6.4 There are children placed with multiple agencies that all have a goal of reunification, but Provider A has the most children with the goal of reunification.
- C.6.1.6.5 The same number of children are placed with multiple agencies that all have a goal of reunification, but Provider A has the youngest child with the goal of reunification.
- C.6.1.6.6 The child first entering care had been placed with Provider A, and siblings subsequently entered the system and had to be placed with an alternate Provider Agency due to Provider A's inability to accommodate them with a foster home placement.
- C.6.1.6.7 If goal of child with agency with FR changes away from reunification, the original guidelines for FR assignment will be utilized to determine to which agency family responsibility is transferred.
- C.6.1.6.8 If there are no children with the goal of reunification, FR remains with the agency that most recently had a child with the goal of reunification.
- C.6.1.6.9 If another child comes into care, the agency with FR should be the first priority to receive the new child.
- C.6.1.6.10 If the new child does not go to the agency with FR, FR will be transferred to the agency with the new child, if no other child has the goal of reunification
- C.6.1.6.11 If a new in-home case is opened on the family, the agency with FR will service the family, even if no children have the goal of reunification.
- C.6.1.6.12 If the agency with FR no longer has any children in care with the family, and there are no agencies with children with the goal of reunification, FR will be transferred to the agency with the youngest child with the goal of guardianship.
- C.6.1.6.13 If no agency has a child with the goal of guardianship, FR will be transferred to the agency with the youngest child.
- C.6.1.6.14 Any time there is a transfer of FR, the transfer staffing policy will be followed.
- C.6.1.6.15 If both parent(s) have been TPR'd the agency will maintain FR. No children in the family living in the household should be end dated in FACES.
- C.6.1.6.16 All youth placed in ILP shall be case managed by OYE, unless they have younger siblings in the care of the provider in which case FR will be retained by the provider.

- C.6.1.6.17 All youth placed in traditional group homes or as deemed clinically appropriate will be transferred to CFSA to case managed.
- C.6.1.6.18 All youth placed in therapeutic group homes will be managed by the provider who has FR, unless deemed clinically appropriate to be transferred to CFSA.
- C.6.1.7 The CMSW with primary responsibility for the family shall act as the lead author of case plan documents and court reports as it relates to permanency planning, and shall team with any other CMSWs with case management responsibility for siblings in the planning efforts and preparation of documents.
- C.6.1.8 During periods in which a child may be temporarily placed with an alternate Provider (for example, a stay in a Residential Treatment Center), the Provider with case management responsibility for the child shall maintain this role in support of the child and family, and resume placement responsibility within its own foster home array, but still needs Placement Services Administration approval. The Provider's business plan should reflect consideration of this responsibility.
- C.6.1.9 If in the course of working with the natural family, the CMSW determines there is an imminent risk of removal based on concerns for the safety and well-being of any children that might be residing in the natural home, the CMSW shall follow the Mandated Reporter protocol. The CMSW shall call the CFSA Hotline, or the appropriate local CPS, to report any suspected neglect or abuse warranting further investigation, and indicate that this is a report from a Provider Agency involved with the family. CFSA shall prioritize such reports in response to the Provider's preliminary assessment.
- C.6.1.10 If removal of children occurs under circumstances, CFSA's Placement Administration would seek to place siblings together with the original Provider of case management services.
- C.6.2 Case Managing Social Worker's (CMSW's) Role
 - C.6.2.1 The Provider's CMSW shall serve as the "driver" of the case plan that guides, determines and documents progress on the child and family's case as it relates to permanency; and to the safety and well-being of the child during foster care. The CMSW tracks and receives reports from all services in which the child and/or family is involved.
 - C.6.2.2 The CMSW's role includes continuous assessment, case and business planning, and implementation, teaming, court and other case related administrative responsibilities.
 - C.6.2.4 The CMSW shall have primary responsibility for documentation of all case related activities including, but not limited to, the case plan, business plan, education plan, health plan, family business plan, case notes, and court reports.
- C.6.3 Practice Model
 - C.6.3.1 The CMSW shall adhere to CFSA's Practice Operational Model.
 - C.6.3.2 A Family Team Meeting (FTM) will be scheduled by CFSA's Family Team Meeting Unit in conjunction with CPS within 72 hours of the placement of the child that will lead to an initial Case Plan.

- C.6.3.3 In addition to FTMs held at the time a child is removed, FTMs are also required at the following junctures: when families are at-risk of children entering foster care and when the agency is considering a goal of Another Planned Permanent Living Arrangement (see APPLA policy). Additionally, FTMs may be held at other critical junctures in the case. The Provider shall ensure that the CMSW refers families for FTMs as required by policy and shall attend FTMs for all children under their care.
- C.6.4 Achieving Permanence and Developing Life-Long Resources
- C.6.4.1 The CMSW shall provide case management activities for the child and family to assure the conditions bringing the child into care are being resolved in such a manner as to establish and support achievement of the permanency goal for the child.
- C.6.4.2 The CMSW shall actively pursue reunification as the initial goal by meeting regularly with birth parents, developing a clear plan, making timely referrals for services, and ensuring children maintain their bond through weekly visitation.
- C.6.4.3 The CMSW shall seek permanent resources for the child beginning with identification of family members or fictive caretakers or significant “life-long” resources for the child, in the event the goal for reunification cannot be realized with the natural parent(s).
- C.6.4.4 The CMSW shall complete social work activities from the perspective that all children and youth deserve and can achieve permanence; and fully document (in case notes) all efforts to achieve permanence through reunification, guardianship, adoption, or long-term permanent connections, regardless of age, physical, emotional, or health conditions of the child or youth in care.
- C.6.4.5 The CMSW shall cultivate permanent resources in the event reunification cannot be realized with the natural parent(s). In addition to working with kin, fictive kin, the foster family, or an adoptive family, the CMSW shall cultivate relationships that may serve as “life-long” resources for the child, despite not being able to serve as a permanent placement resource. CFSA will support the permanency efforts of Provider Agencies by lending the assistance of a Permanency Specialist to collaborate with CMSWs in this endeavor.
- C.6.5 Placement Stability
- C.6.5.1 The CMSW shall ensure that a child or youth is placed in a foster care home environment that is safe, stable, creates a curative and nurturing environment, and supports achievement of well-being goals while the permanency goal is being pursued.
- C.6.5.2 The CMSW shall be the guiding force of the service plan while the child is in placement. The CMSW shall visit the child regularly in placement to ensure continued safety and well-being; and to proactively address any threats to placement stability via assessment and implementation of supports and/or interventions.
- C.6.5.3 The CMSW shall engage the foster parent in progress and development of the child and communicate any training, support or other assistance the foster parent may require to sustain the stable placement of the child.

- C.6.5.4 The CMSW shall lead “teaming”, as necessary, to resolve significant, emerging issues, and to avoid disruption of the child’s placement.
- C.6.5.5 The Provider shall only make request for a change in a child’s placement in accordance with those conditions outlined in the Intake and Admissions Section, as placement stability is a well-being outcome for children and youth placed in foster care. As part of the continuous assessment and planning for each child, any placement move will be based solely on the observed, significant progress, or lack thereof, over time that warrants a planned placement change to assure the safety, progress or development of the child.
- C.6.5.6 All placement changes shall have the approval signature of the Provider’s Program Director with prior approval of CFSA’s Placement Services Administration (including foster home changes within the same Provider Agency).
- C.6.5.7 All placements, including changes of setting within the same Provider Agency, shall occur through the CFSA’s Placement Services Administration.
- C.6.6 Visitation
 - C.6.6.1 The CMSW shall ensure completion of all required visits in accordance with the Implementation and Exit Plan requirements.
 - C.6.6.2 The CMSW shall utilize visitation to ensure safety, sustenance of important relationships, well being, and achievement of permanency in a timely manner. The team for the child or youth shall develop a regular and frequent schedule of parent-child and child-sibling visits as part of the case plan, and coordinate implementation with the caregiver.
- C.6.7 Court Activities
 - C.6.7.1 The CMSW shall be responsible for attending court hearings to represent the case to the court that effectively advises the court on the case plan for permanency, safety and well-being as per the “teaming” that has collectively made such decisions.
 - C.6.7.2 The CMSW shall have a draft court report prepared and submitted to the CFSA’s Assistant Attorney General (AAG) at least five (5) business days before the filing deadline, which is ten (10) business days prior to the hearing. Court reports shall be timely, comprehensive, and address the following:
 - C.6.7.2.1 Any unresolved orders and services;
 - C.6.7.2.2 Engagement with the foster caregiver, service providers, school, and other family members that moves the child toward permanency. Summary of work that has taken place since the last review in keeping with the case plan and permanency goal that outlines reasonable efforts toward achievement of the permanency goal;
 - C.6.7.2.3 Update on services that advance well-being for the child or youth.

- C.6.7.2.4 Between scheduled hearings, the CMSW shall be in regular contact with all team members, specifically the foster parent, birth family members, and any other relatives, service providers, school, GAL and the AAG. The CMSW shall notify birth parents and resource family members of all hearings, and encourage them to participate in court hearings.
- C.6.7.2.5 The CMSW shall prepare any interim reports needed as a result of an emergency, change in placement, abscondance, or arrest; when the Agency receives a new allegation of abuse or neglect; or any other event the court may need to know about before the next hearing. The CMSW should consult with the AAG to determine whether an emergency hearing is warranted.
- C.6.7.2.6 If the CMSW is proactively addressing the needs of the case, the Superior Court should not be issuing any court orders directing services for children and families. In the event of a court order, the CMSW shall ensure that the team implements these orders and accounts for their status. If the CMSW encounters difficulties implementing the order, the CMSW shall consult with his/her supervisor and the AAG immediately.
- C.6.7.2.7 If the CMSW wishes to modify an order, contact shall be made with the AAG to determine whether or not the Agency can seek modification, additional time to comply, or request that the order be vacated.
- C.6.7.2.8 The CMSW may need to testify at various evidentiary hearings throughout the life of a court case. The CMSW shall be fully prepared with strong documentation that has been updated regularly in FACES.
- C.6.7.2 Engagement with the foster caregiver, service providers, school, and other family members; Summary of work that has taken place since the last review in keeping with the case plan and permanency goal that outlines reasonable efforts toward achievement of the permanency goal;
- C.6.8 Post-Permanency Period Support and Closure of Case Management Responsibility
 - C.6.8.1 Once the permanency goal has been achieved for a child, the CMSW may shift the case into a post-permanency period during which time the CMSW shall continue to monitor and provide supportive activities to the child and any individuals pertinent to the success of the permanency plan.
 - C.6.8.2 In cases of reunification, the Provider shall continue to monitor the safety of the child to ensure the child is stable in the home for up to six (6) months during which period support services shall be provided to the child and family. Provider shall begin the transition of families to the collaborative and/or other appropriate community based resources no later than three (3) months prior to case closure.
 - C.6.8.3 In cases of adoption or guardianship, the case management responsibilities extend through finalization of the adoption or guardianship, and the referral and connection of the adoptive or guardianship family with the Post Permanency Center for post-permanency services.
 - C.6.8.4 When a youth exits the system to live independently, the case management responsibilities will include the establishment of a “lifelong connection”, and a comprehensive plan that includes work, housing, education, and other necessary life skills. The Provider shall continue support services up to six (6) months after the youth exits foster care. The Provider shall engage youth with community

based support (e.g. collaborative, CASA, OYE or other CFSA designated resource) at least 3 months prior to exit from foster care if the youth is not already being served by other community agencies.

- C.6.8.5 CFSA expects the Provider to maintain case management responsibility until permanency has been achieved for the child, or children, from a particular family. If extenuating circumstances (as defined in this section) require a transfer of case management responsibility, a transfer staffing must take place before the case is officially transferred.
- C.6.8.6 The Provider shall adhere to CFSA policy on case transfers and staffing for transfer of cases from CFSA to a Provider, or from one Provider to another. The required tasks for an initial case transfer may be accomplished within a FTM; however, a supplemental meeting specifically focused on the administrative tasks associated with case transfer is often needed.
- C.6.8.7 The Social Worker initiating a transfer must complete all required FACES fields of data prior to the Transfer Staffing, as well as the electronic transfer. Case plans must be completed if due within thirty (30) days of a transfer. While a child may be placed with the receiving Agency, the Social Worker initiating transfer is responsible for entering data into FACES until the case has been transferred electronically to the receiving Agency.

C.7 CHILD WELL-BEING

- C.7.1 The Provider shall meet the needs of the child as designed in the case plan via a collaborative effort between CMSW, service providers, family members, and Foster Parent(s). In the design of the case plan, the CMSW shall include a service plan with components for the following:
 - C.7.1.1 Daily routine and schedule;
 - C.7.1.2 Behavior management;
 - C.7.1.3 Mental health services and supports, such as individual and group counseling, crisis intervention, medication management;
 - C.7.1.4 Health care services and coordination;
 - C.7.1.5 Educational and vocational support services;
 - C.7.1.6 Therapeutic recreation;
 - C.7.1.7 Life and social skills development;
- C.7.2 The Provider shall administer a monetary allowance system for children and youth placed in care, as is developmentally appropriate. The Provider shall describe fostering of banking/savings skills. The Provider should outline the costs associated with allowances in its budget submission. All costs and policies shall be aligned with CFSA related protocols.
- C.7.3 Mental Health Services and Supports
 - C.7.3.1 The CMSW, in consultation with CFSA's Clinical and Health Services Administration shall address the mental health needs and plans for each child in collaboration with the DC Department of Mental Health via a network of Choice Providers or Core Service Agencies. The Provider shall assist in the facilitation of assessment and provision of the mental health services as outlined in a child or youth's case plan.

- C.7.3.2 The Provider shall have staff trained in mental health crisis intervention to support foster parents when children or youth may have episodes warranting clinical and/or behavioral intervention. If the Provider's staff is unable to stabilize the child or youth, the Provider may utilize a DMH designated provider for the provision of timely, home-based relief for children and adolescents in crisis. This service provides in-home assistance when appropriate, and assesses whether a child's behavior poses a danger, requiring possible psychiatric inpatient hospitalization. The Provider shall notify CFSA's Clinical and Health Services Administration of mental health crises for consultation and further support.
- C.7.3.3 The Provider shall ensure that caregivers accompany children/youth to all mental health appointments and participate in services as appropriate (e.g. Family therapy).
- C.7.3.4 The Provider shall be knowledgeable about the array of services available through the DMH (i.e., Evidenced Based Practices, CBI, PRTF, etc.) to ensure that the maximization of services is utilized.
- C.7.3.5 The Provider shall ensure that children/youth entering, or re-entering care receive a mental health screen through the DMH co-located staff at CFSA within 10-days of entry into foster care and a Diagnostic Assessment within 7-days of enrollment into a DMH Choice Provider or Core Service Agency.
- C.7.3.6 The Provider shall ensure that the CMSW consistently team with the NCM on all assigned cases to the Nurse Care Management Program.
- C.7.3.7 The Provider shall ensure that the CMSW immediately notifies and provides to the Clinical & Health Services Administration medical and/or mental health court orders.
- C.7.3.8 The Provider shall ensure transportation to and documentation of any individual or group mental health counseling or psychotherapy services obtained, in accordance with a child or youth's case plan, that includes face-to-face intervention by an appropriate clinician such as Psychiatrist, Psychologist, licensed professional counselor, LICSW, LGSW, under the supervision of a Board Certified Psychiatrist or Psychologist.
- C.7.3.9 The Provider shall ensure children and youth have access to trauma informed individual and group counseling (no more than 8 children or adolescents to 1 professional) that is psycho-educational in nature to address, but not be limited to, the following topics:
- C.7.3.9.A Grief, loss and separation counseling - to assist the child with abnormal or complicated grief, loss and separation reactions to help separation, prolonged grief, and/or address masked somatic or behavioral symptoms as a result of the grief response.
- C.7.3.9.B Anger management techniques and training – to assist in managing “anger”, which is a normal, natural reaction to situations that cause disappointment, hurt, frustration, sadness, and other negative emotions
- C.7.3.9.C The Provider shall have staff trained in mental health crisis intervention to support foster parents when children or youth may have episodes warranting clinical and/or behavioral intervention. If the Provider's staff is unable to stabilize the child or youth, the Provider may utilize the designated Department of Mental Health Provider, for the provision of timely, home-based

relief for children and adolescents in crisis. This service provides in-home assistance when appropriate, and assesses whether a child's behavior poses a danger, requiring possible psychiatric inpatient hospitalization. The Provider shall notify CFSA's OCP of mental health crises for consultation and further support.

- C.7.4 Health Care Services shall be provided in accordance with CFSA policy.
- C.7.4.1 The CMSW shall coordinate all prevention, routine and emergency health care with CFSA's Health and Clinical Services Administration. All services shall be initiated with DC Medicaid Providers to the extent possible, and follow the Early and Periodic, Screening, Diagnosis and Treatment (EPSDT) requirements issued from the Department of Health Care Finance and the American Academy of Pediatrics.
- C.7.4.2 The Provider shall coordinate all preventive, routine and emergency healthcare needs for each child or youth with CFSA's, CHSA or the youth's current provider and incorporate the relevant information into the case plan.
- C.7.4.3 The CMSW shall follow CFSA's referral process to access medical services and for communicating appointment outcome information to CFSA's Clinical and Health Services Administration.
- C.7.4.4 The Provider shall follow CFSA's guidelines for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, behavior management, medication management, physical, occupational, and/or speech therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.
- C.7.4.5 The CMSW and the Clinical and Health Services Administration shall facilitate the provision of physician-prescribed in-home nursing and/or assist with the acquisition of any other specialized health services in accordance with the case plan.
- C.7.4.6 The CMSW shall refer all pregnant youth and other special health populations to the Clinical and Health Services Administration. The Clinical and Health Services Administration will coordinate, with the CMSW, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services.
- C.7.4.7 The Provider shall ensure an emergency protocol that establishes which professional staff facilitate transport and accompany the child or youth to the nearest medical facility, as well as provide the facility with Medicaid information. The Provider or CFSA staff shall remain with the child for the duration of any emergency treatment. The Provider shall notify the CMSW as soon as possible. The Provider shall notify the Clinical and Health Services Administration through the 24 hour on-call phone: 202-498-8456 or through the CFSA Hotline. The Provider shall not consent to treatment. In a true life-threatening emergency, treatment will be initiated by the emergency room staff.
- C.7.4.8 The Provider shall embed CFSA's policy in its training plan, including a module that prepares foster parents on health care topics to include, but not limited to, the following: Early Periodic Screening, Diagnosis, and Treatment (EPSDT), HIV/AIDS, communicable diseases, universal precautions, nutrition, diabetes, dental/oral care, asthma, medication administration and management, consent to treat, and well child care.

- C.7.4.9 The Provider shall follow CFSA's guidelines for youth affected by HIV and AIDS.
- C.7.4.10 The Provider shall ensure that all children/youth receive a pre-placement screening prior to each change of placement except for circumstances outlined in the HHAC and Respite Care Administrative Issuances.
- C.7.4.11 The Provider shall ensure that all children/youth entering or re-entering care will receive a comprehensive physical examination and a dental examination within 30 days of entry into care. The Provider shall include the bio-parent in this process in an effort to obtain a medical history and to inform the parent of their child's/youth's health care treatment plan while in foster care. All 30-day comprehensive physical examinations shall occur at CFSA's Healthy Horizons Assessment Center no exceptions.
- C.7.4.12 The Provider shall ensure that all children birth to 3 years is referred to the Clinical & Health Services Administration for a developmental screen upon entry or re-entry into care.
- C.7.4.13 The Provider shall ensure that the CMSW consistently teams with the NCM to provide updates and monitoring of care for children/youth enrolled into the Nurse Care Management Program.
- C.7.4.14 The Provider shall ensure that the CMSW notify and engage the Special Needs Liaison regarding all children/youth receiving SSI, with chronic medical diagnoses, and/or has multiple medical needs to maximize the utilization of services.
- C.7.5 Educational and Vocational Services
- C.7.5.1 The Provider shall provide services that support the youth in the achievement of the youth benchmarks as identified by the OYE Youth Benchmarks and specified in his/her individualized case plan.
- C.7.5.2 The Provider shall be responsible for meeting the educational and vocational needs of all children/youth placed in its care. The Provider shall arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws and the child/youth's case plan and any Individualized Education Plan (IEP). The Provider shall ensure that all children remain in their school of origin when it is in his/her best interest to do so, as required by federal and local laws. The Provider should consult with the CFSA Education Resource Specialists in the Office of Well-Being to assist with best interest planning and decision-making, and for any educational supports and guidance needed.
- C.7.5.3 The Provider shall have primary responsibility for enrolling and transporting all school-age children and youth to educational, extra-curricular, vocational and/or mentoring activities; unless otherwise provided by the school district, another community-based service provider, or arranged by CFSA, to address a specialized educational need as defined in the service plan.
- C.7.5.4 The Provider shall comply with CFSA policy regarding educational planning for children/youth in care such as educational assessment and out-of-state school enrollment and tuition. Specifically, the Provider shall comply with CFSA's Administrative Issuance (CFSA-09-21) regarding Completion of Education Assessments. The assigned CMSW shall complete an Education Assessment form for every school-aged child/youth aged 5-18 years of age within 30 days of placement in foster care to

be reviewed and approved by the assigned Supervisory Social Worker. Educational information must be entered on the Client Education Screen in FACES, as well as on the Educational Assessment form. Educational information should be updated in FACES at critical points such as school placement change, the end of each marking period, any new or updated IEP, and whenever the Education Assessment is updated.

- C.7.5.5 The Provider shall engage the child or youth, his/her birth parent, foster or other educational decision-maker in all education planning and decision-making activities. The Provider may consult with a CFSA Education Resource Specialist if a child/youth does not have a parent or educational decision-maker to act on his/her behalf.
- C.7.5.6 The Provider shall be a member of the child's educational team and convene and/or participate in teaming meetings with the child's teacher and other school personnel, the child/youth and his/her parent, foster parent or other educational decision-maker.
- C.7.5.7 The Provider shall ensure that youth who are no longer required to attend school under the District of Columbia's or local jurisdiction's Compulsory Education Law receive directly, or are appropriately linked to, continuing education or other resources and services aimed at preparing the young person for economic independence, such as a vocational training program.
- C.7.5.8 The Provider shall maintain the children or youth's educational records; including, but not limited to, report cards, educational and standardized testing and Individualized Family Service Plans (IFSP) or Individualized Education Plans (IEP's). The Provider shall make copies of all educational information available to CFSA on a monthly basis; or more often if the Provider receives pertinent information between monthly reviews.
- C.7.5.9 The Provider shall ensure that all children and youth in need of Special Education receive assessment by the assigned school, or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). In a timely fashion, the Provider shall ensure participation in all meetings held at the child or youth's local school in order to develop and/or enhance the IEP. The parent or educational decision maker shall be involved in initiating, developing, and authorizing educational plans and services for youth.
- C.7.5.10 The Provider shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Resource Specialist is available for consultation and assistance in this area.
- C.7.5.11 The Provider shall ensure foster parents facilitate educational enrichment programs and activities for children and youth, to include early learning and preschool programs.
- C.7.5.12 The Provider shall identify staff oversight and responsibility for educational planning and services (e.g., attendance at school conferences, provision of school supplies, assistance with homework, and routine contact with teachers) for children and youth placed in care. The Provider's business plan shall also include description of the educational equipment provided to youth to assist and enrich educational endeavors such as provision of computers, adequate study areas, in-home tutoring (paid or non-paid), and other assistance.

- C.7.5.13 The Provider shall refer the child/youth to community based providers, including school systems for tutoring, mentoring and other educational advocacy and other related support services and when unavailable consult with the Office of Well-Being to obtain services. The Provider shall document the provision and quality of the service required and the extent to which the services are needed for each child/youth.
- C.7.5.14 The Provider shall ensure children and youth presenting any educational limitations, and or meeting criteria listed below, receive tutorial or other services to improve academic performance:
- C.7.5.14.A Two or more grade levels behind age-appropriate academic performance;
 - C.7.5.14.B Reporting grades of D's or F's;
 - C.7.5.14.C Services recommended by IEP;
 - C.7.5.14.D Services recommended by school;
 - C.7.5.14.E Services recommended by a psychological evaluation, or;
 - C.7.5.14.F Services recommended by the case plan.
- C.7.5.15 The Provider shall inform and document for CFSA all pertinent educational information for the purposes of data collection, monitoring, and inclusion in case records and pertinent education and service plans.
- C.7.5.16 The Provider shall link youth to vocational services as per any service objectives set forth in the child or youth's service plan. These services shall include vocational assessment and training programs and linkage to the CFSA's Office of Youth Empowerment (OYE).
- C.7.6 Therapeutic Recreation
- C.7.6.1 The Provider shall ensure foster parents facilitate recreational programming for children and youth that includes positive, pro-social recreational activities that reduce the risk of engaging in antisocial behaviors, and serves as a protective factor as they permanently transition from foster care to the community.
- C.7.6.2 Foster parents shall endeavor to access recreational activities that spark the child or youth's interest, enhance self-confidence, nurture the development of hobbies, and may serve as a long-term activity. Participation in music, arts and sports is encouraged.
- C.7.7 Life and Social Skills Training and Development
- C.7.7.1 The Provider shall ensure that children and youth are adequately prepared by foster parents, and/or the Provider Agency, in life and social skills, and related development activities. The Provider should reference 29 DCMR Chapter 62 Section 6270 for a comprehensive listing of curriculum and program topics. The goal should be for development of these skills within the youth's family based foster care setting, and not via a transfer to a congregate care setting to achieve independent living goals.
- C.7.7.2 The Provider shall facilitate employment assistance and job coaching for youth.
- C.7.7.3 The Provider shall assure that all youth have access to life skill development and career opportunities well in advance of transition to adulthood and/or independence.

C.8 FOSTER FAMILY HOMES: RECRUITMENT, LICENSING, TRAINING AND SUPPORT

C.8.1 Recruitment of Foster Family Homes

- C.8.1.1 The Provider shall actively recruit a pool of diverse and stable foster homes within the District of Columbia (DC) or in neighboring jurisdictions within 50 miles of the DC border.
- C.8.1.2 The Provider shall collaborate with CFSA in any joint recruitment efforts of foster and Adoptive parents toward the development of a District-wide recruitment strategy.
- C.8.1.3 The Provider shall recruit and retain a full array of foster family homes able to accommodate a wide range of ages, ethnic groups, and emotional and behavioral functioning of children and youth. The care and service needs of some children and youth may shift in depth throughout the term of placement, based on the child's growth and development. A comprehensive, diverse, well trained foster parent pool is essential to assure the required nurture and care of all cases managed by the Provider Agency.
- C.8.1.4 The Provider of foster family care to CFSA children or youth placed outside the District of Columbia, shall ensure children or youth are able to maintain relationships with their biological parents, extended families, friends, schools, place of worship, and other connections in their communities of origin.
- C.8.1.5 The Provider shall recruit potential foster and adoptive parents that express an interest and commitment to the care of abused and neglected children, the willingness to work with birth families, and a demonstrated capacity to meet the permanency needs of the children and youth in their care.
- C.8.1.6 The Provider shall have foster family homes able to accommodate children 0 to 21 years of age, children and youth with special needs, sibling groups, and children and youth that are lesbian, gay, bisexual or transgendered.
- C.8.1.7 The Provider shall implement an annual recruitment plan to assure a continuous pool of diverse and well trained foster parents.

C.8.2 Foster Family Home Licensing

- C.8.2.1 The Provider shall assure that children are only placed in licensed, trained, foster homes for children and youth ages 0-20 at the designated capacity.
- C.8.2.2 The Provider shall ensure that all foster family homes are fully licensed in accordance with the regulations governing foster care in the jurisdiction in which they are located and serve children and youth. The Provider shall adhere to any regulations governing the care of Traditional, Therapeutic or Specialized Family Based Foster Care populations in the respective licensing jurisdiction.
- C.8.2.3 The Provider of DC-based services shall ensure all DC foster family homes are licensed in accordance with Title 29 DCMR Chapter 60. CFSA is the licensing entity for foster homes located in the District of Columbia.

- C.8.2.4 The Provider shall ensure that foster family home licensing is renewed as per the regulations. In the District of Columbia, the Provider shall ensure this re-evaluation and license renewal takes place every (2) years to determine the continued ability of each foster family/home to meet the requirements.
- C.8.2.5 Providers in surrounding jurisdictions shall conduct a re-evaluation and renewal process according to regulations in the licensing jurisdiction, but at a minimum of every two (2) years.
- C.8.2.6 The licensing and training of recruited foster and adoptive parents shall be completed within 120 days for Maryland homes and 150 days for DC homes.
- C.8.2.7 As part of the home study process, the Provider shall ensure that each applicant and any other person eighteen (18) or older residing in the home comply with the requirements for a Criminal Records Check. A criminal records check shall be performed once every two (2) years as part of the re-evaluation and license renewal process.
- C.8.2.8 The Provider shall ensure that a Child Protection Register Check be performed on any household member eighteen (18) years or older once every year.
- C.8.2.9 The Provider shall report to the CFSA Hotline any and all suspicions of abuse or neglect perpetrated by foster parents. Children may be removed from the home during this period. If substantiated, the license will be immediately terminated.
- C.8.2.10 Agencies will have a system for evaluating foster parents on an annual basis that assesses the quality of interventions and support for the children in their homes.
- C.8.3 Foster Parent Training
 - C.8.3.1 The Provider shall prepare foster and/or adoptive parents to meet the foster and/or adoptive care needs of the children served by its agency.
 - C.8.3.2 The Provider shall prepare and require foster parents to accept children and youth as they present a need for placement on a twenty-four (24) hour a day, seven day a week basis in accordance with parameters set forth by licensing regulations and the task order agreement for capacity, age range, and gender. These foster parents shall be prepared to accommodate the placement needs of children and youth, and minimize any use of “emergency homes” that will require a subsequent placement change.
 - C.8.3.3 The Provider shall assist and require foster parents to have a pre-approved back-up child care plan to accommodate readiness for 24-hour placement requirements.
 - C.8.3.4 The Provider shall develop a process by which to provide respite care for foster parents in situations in which there is an emergent need (health, medical, family emergency, etc.), or within the provision of the child’s case plan. The provider shall follow the guidelines of CFSA’s Respite Care AI or Policy. The Provider shall record respite care placements into the FACES system for tracking and accurate payment to resource parents. Instructions on how to record this data will be provided prior

to the contract start date. All respite care shall be reported per child on the quarterly expenditure reports.

- C.8.3.5 The Provider shall support foster and/or adoptive parents in securing required licensure of homes.
- C.8.3.6 The Provider shall ensure that foster parents receive training that includes, at a minimum, 30 hours of pre-service training; and subsequently, 15 hours of annual in-service training. The Provider shall include in its business plan the specifics of this training, and the model to be used. CFSA requires the use of nationally recognized training models. The Provider shall also include training on behavior management protocol to ensure appropriate methods of discipline are being employed by foster parents.
- C.8.3.7 The Provider shall detail the additional training that will be provided to foster and adoptive parents that provide care to parenting teens and their children; Therapeutic and Specialized Care populations; and gay, lesbian, bisexual and transgendered children/youth.
- C.8.3.8 The Provider shall assure specialized training that prepares foster parents for the needs of youth preparing for adulthood.
- C.8.3.9 The Provider shall assure foster parents are trained and competent to support biological family members in the reunification process through modeling, coaching and facilitation of visitation when appropriate.
- C.8.3.10 The Provider shall only make foster family homes eligible for placement of children/youth after licensing and pre-service training, including any specialized training needed.
- C.8.3.11 Therapeutic foster parents will be trained to develop skills in the following core competencies:
 - C.8.3.11.1 Core Competency Area 1: Child and adolescent development, the impact of disrupted attachment and trauma on cognitive and emotional development, and other underlying causes of complex behaviors.
 - C.8.3.11.2 Core Competency Area 2: The goals, structure and statutory requirements of the systems that serve children and youth in therapeutic foster homes.
 - C.8.3.11.3 Core Competency Area 3: Skill and capacity to work collaboratively as a team to develop, implement, evaluate and continually modify case goals and treatment plans.
 - C.8.3.11.4 Core Competency Area 4: Skill and capacity to develop and apply age-appropriate, strength-based behavior management techniques that address the underlying causes of problem behaviors; model and teach appropriate social skills to replace maladaptive behaviors; teach age-appropriate daily living skills; and reduce crises via de-escalation techniques.
 - C.8.3.11.5 Core Competency Area 5: Work positively with the child's family of origin or prospective guardianship or adoptive family to achieve permanency for the child when this is the identified goal.

- C.8.3.11.6 In Service training hours for foster parents begin on the renewal date for full licensure. To maintain a current license, foster parents shall complete a minimum of 30 hours of in service training for a 2 year license. For homes with two foster parents, each parent shall have the required training hours.
- C.8.4 Foster Parent Supports
- C.8.4.1 The Provider shall support foster parents in the provision of quality care to children and youth that ensures a curative environment that is safe, nurturing, and well-equipped to facilitate services needed to attain the child's goals and objectives.
- C.8.4.2 The Provider shall assess the needs of foster parents to sustain placement of the child in the home, and devise a support system that is responsive to these needs. This system shall include home visits, telephone contact, specialized training or other in-home supports as needed. The business plan shall provide an overview of this support system, and details determine and implement this support.
- C.8.4.3 The Provider's foster parents shall have the capacity to manage and improve emotional and behavioral functioning of children and youth to enable progress toward his or her goals, especially according to those target populations identified in the Provider's business plan. The Provider shall support foster parents in serving children and youth presenting challenging behaviors and emotional crises, and shall utilize staff to assist and/or intervene in the home.
- C.8.4.4 The Provider shall establish a problem solving system that addresses issues and challenges brought to the attention of the Provider by and about foster parents. This system should include strategies such as foster parent support groups, an Ombudsman, and/or appeal process.
- C.8.4.5 Foster Parent Support shall be guided by the mission of the District of Columbia Child and Family Services Agency (CFSA) which is to promote the safety, permanency and well-being of children and families in Washington, D.C.
- C.8.4.6 Regular contact shall be maintained between the provider staff and resource parents to continuously assess their needs and provide or link them to services in order to promote placement stability, well-being and permanency for the child/youth in their home.

C.9 FOSTER FAMILY HOME CARE REQUIREMENTS

- C.9.1 Intake and Admission
- C.9.1.1 The Provider shall have a clear protocol to admit children and youth into its program on a 24-hour-a day, 7 day-a-week basis, for each day of the year, including holidays.
- C.9.1.2 CFSA's Placement Administration has sole authority for making placement referrals that includes placements within the Provider's own placement network. The Provider shall accept all children and youth referred by the Placement Administration according to the target population, programs and capacity for which the Provider is contracted by CFSA.
- C.9.1.3 The Provider shall establish policies and protocols for admission and intake that include submission of accurate and complete ICPC packets to CFSA's ICPC Office prior to, or within 48 hours or 2

business days of making or changing a placement, for any child who will be placed outside the District of Columbia.

- C.9.1.4 The Provider shall ensure CFSA's Placement Services Administration has 24 hour access to the staff person responsible for intake and placement, who has authority to make placement decisions on a daily basis, including weekends.
- C.9.1.5 The Provider shall ensure that CFSA is provided with daily census information that is accessible and any vacancies among its licensed foster homes Monday through Friday. If children are placed in one or more of its foster homes during the weekend, the Provider shall ensure that CFSA's placement staff is aware of the change in its census and available vacancies on the following Monday.
- C.9.1.6 On a weekly basis, the Provider shall report to the CA and Placement Services Administration the number of vacancies and contracted vacancies for whom there are available slots, the licensed capacity of its vacant homes, and the names and dates of placement for each child placed in the program.
- C.9.1.7 The Provider shall only discharge children and youth from a program as part of a planned change as per the case plan and one or more of the following circumstances. A formal conference must take place in coordination with the CMSW and the CFSA's Placement Services Administration:
 - C.9.1.7.1 The child or youth has progressed in functioning and/or development, and is ready for a less restrictive level of care;
 - C.9.1.7.2 The child or youth is in need of a more intensive, therapeutic program based on the child's functioning, the CMSW's assessment, and the Program Director's approval;
 - C.9.1.7.3 The child or youth is to be reunified with family or relatives;
 - C.9.1.7.4 The child or youth is to be adopted;
 - C.9.1.7.5 The child or youth has adequately met his/her independent living goals and is ready to leave foster care.
 - C.9.1.7.6 A formal teaming conference must take place among representatives from the Provider Agency (to include the CMSW), the CFSA CHSA and the CFSA Placement Services Administration.
 - C.9.1.7.7 The Provider agency (to include the CMSW) shall participate in a formal teaming conference with representatives from CFSA's Clinical and Health Services Administration, and CFSA's Placement Services Administration.
- C.9.1.8 If the Provider is requesting a placement shift to a more intensive, therapeutic program, the child or youth must meet the established criteria for therapeutic placement that includes, among other criteria, one or more DSM IV diagnoses, at least one of which is an Axis 1 diagnosis (excluding adjustment disorder). The Provider shall also produce documentation to CFSA of all progress notes, behavior management techniques employed by the program, crisis intervention and support services applied, and any relevant documents from mental health professionals. The CFSA Placement Administration will make the determination as to the need for therapeutic care.
- C.9.2 Foster Home Care
 - C.9.2.1 The Provider shall ensure that foster family homes provide the basic services outlined in 29 DCMR Chapter 60, or the respective licensing guidelines for the jurisdiction in which services are provided. The Provider shall ensure foster care fulfills the requirements outlined in this scope of work.

- C.9.2.2 The Provider shall ensure coordination of care and support services between the assigned CMSW and foster parents for children and youth placed in its care. The elements of well-being outlined elsewhere in this solicitation shall serve as a road map for meeting the child's needs for positive physical, social and emotional development.
- C.9.2.3 The Provider shall ensure that foster parents support the goals and objectives of the case and service plan. Foster parents shall have primary responsibility for implementing daily structured programming, behavior management, and any transportation to required appointments. In some cases, the CMSW may be involved in transportation to service appointments or visits. The Provider shall ensure that coordination fully supports completion of visits and appointments.
- C.9.3 Types of Foster Care and Specific Requirements
- C.9.3.1 Traditional Family Based Foster Care
- C.9.3.1.1 The Provider of Traditional Family Based Foster Care shall ensure that foster parents are adequately prepared to care for children and youth with emotional and behavioral conditions that are typical of those having experienced abuse and neglect, but do not present an Axis 1 diagnosis.
- C.9.3.1.2 The Provider shall comply with the case management and placement parameters outlined below as per the Amended Implementation Plan (AIP), and any more stringent regulatory guidelines set forth in the jurisdiction in which foster care is being provided.
- C.9.3.1.2.1 Case management maximum of fifteen (15) per CMSW.
- C.9.3.1.2.2 Placement of no more than three (3) foster children in a two-parent foster family home at any one time;
- C.9.3.1.2.3 No more than six (6) children living in a two-parent foster family home, to include the family's natural children in the count;
- C.9.3.1.2.4 Placement of no more than three (3) children under the age of six (6) in a two-parent foster home;
- C.9.3.1.2.5 Placement of no more than two (2) children a single parent foster family home, for a total of no more than three including parent's natural children.
- C.9.3.1.3 The Provider may only deviate from these parameters with written approval from CFSA's Contracts Monitoring Division for DC foster family homes and MD's Social Service Administration for MD foster family homes.
- C.9.3.1.4 The Provider shall ensure the capacity of foster homes within its array to welcome and accommodate those children and youth that are lesbian, gay, bisexual or transgendered.
- C.9.3.2 Teen Parent Family Based Foster Care

- C.9.3.2.1 The Provider shall include foster parents in its foster family home array that are willing to accept placement of pregnant and/or teen parents with children.
- C.9.3.2.2 The Provider shall endeavor to sustain a child or youth's placement with her existing foster family in the event she becomes pregnant by bolstering supportive services to stabilize the placement.
- C.9.3.2.3 The Provider shall secure high quality, community-based prenatal and postnatal counseling, other reproductive health services, and adoption services, if desired, for pregnant teens and teen parents.
- C.9.3.2.4 The Provider shall include the following as part of its service delivery to pregnant and parenting teens:
 - C.9.3.2.4.1 Placement of parent and child in the same foster family home;
 - C.9.3.2.4.2 Modeling and instruction on appropriate parenting skills and techniques;
 - C.9.3.2.4.3 Training in the stages of child development, age appropriate expectations of dependent children, and age appropriate behavior modification and discipline techniques;
 - C.9.3.2.4.4 Instruction in appropriate child care, including time management, food preparation, and proper nutrition;
 - C.9.3.2.4.5 Instruction in accessing and utilizing community resources to support the youth and their children in growth and development, e.g., medical services, child care and educational services;
 - C.9.3.2.4.6 Appropriate involvement of the non-custodial parent in the child's life;
 - C.9.3.2.4.7 Supporting for the teen parent in achievement of educational/vocational goals; and,
 - C.9.3.2.4.8 Preparation for independent living that is comparable to services available to non-parenting youth.
- C.9.3.2.5 The Provider shall adhere to case management and placement parameters set forth for Traditional populations, and take dependent children into consideration.
- C.9.3.2.6 The CMSW shall refer all pregnant youth to the Clinical and Health Services Administrations. The CHSA will coordinate, with the CMSW, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services.
- C.9.3.2.7 The Provider shall secure high quality, community-based prenatal and postnatal counseling, other reproductive health services, and adoption services, if desired, for pregnant teens and teen parents.
- C.9.3.3 Therapeutic Family Based Foster Care

- C.9.3.3.1 The Provider of Therapeutic Family Based Foster Care shall ensure that CMSWs and foster parents are adequately prepared to care for this population of children and youth that present more challenging emotional and behavioral conditions common of an Axis 1 diagnosis.
- C.9.3.3.2 The Provider shall facilitate training to CMSWs and foster parents specific to case management and care of this population that aligns with the section pertaining to Foster Parent Training. The business plan shall include details of the training plan, topics, and credentialed trainers specific to caring for children and youth with an Axis I diagnosis.
- C.9.3.3.3 The Provider shall ensure that the following case management and placement parameters are adhered to when accommodating children and youth in Therapeutic Family Based Foster Care:
 - C.9.3.3.3.1 Case management maximum of ten (10) cases per CMSW. There should never be more than 10 therapeutic children on a caseload. If the cases are mixed (therapeutic and traditional or therapeutic and community), the therapeutic cases will count as two each, and the remaining case can be either traditional and/or community, but shall not exceed 15 total cases (i.e., a social worker with 2 therapeutic cases can only have 11 additional cases added to his/ her caseload).
 - C.9.3.3.3.2 Placement of no more than two (2) Therapeutic foster children in a two-parent Therapeutic foster family home, and no more than four (4) children to include parent's natural children.
 - C.9.3.3.3.3 Placement of no more than one (1) Therapeutic child in a single parent home, and no more than three (3) children in the home to include natural parent's own children.
- C.9.3.3.4 The Provider may only deviate from these parameters with written approval from CFSA's Contracts Monitoring Division for DC foster family homes and MD's Social Service Administration for MD foster family homes.
- C.9.3.4 Specialized Family Based Foster Care
 - C.9.3.4.1 The Provider of Specialized Family Based Foster Care shall ensure that CMSWs and foster parents are adequately prepared to case manage and care for this population of children and youth that present conditions of developmental disabilities and/or medical fragility.
 - C.9.3.4.2 The Provider shall facilitate training to CMSWs and foster parents specific to case management and care of this population that exceeds the minimum training requirements outlined for Traditional Family Based Foster Care. The business plan shall include detailsof the training plan, topics, and credentialed trainers specific to caring for children and youth with development disabilities and/or medically fragile conditions.
 - C.9.3.4.3 The Provider shall ensure that foster family homes providing Specialized Care for children and youth with medically fragile conditions are fully equipped with any and all medical equipment and/or in-home nursing assistance as specified in the child or youth's individualized health plan (IHP).
 - C.9.3.4.4 The Provider shall adhere to the case management and placement parameters outlined for Therapeutic Care.

C.10 GENERAL REQUIREMENTS

C.10.1 Service Integration/Linkage

C.10.1.1 The Provider shall develop formal relationships and agreements with other CFSA service providers, District agencies serving children, youth and families, and community-based organizations. The services shall be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. The Provider shall demonstrate evidence of such a service network via sub-contracts, formal service agreements, and/or memoranda of understanding among members of the service network.

C.10.2 Cultural and Linguistic Competence

C.10.2.1 The Provider shall ensure culturally competent services that ensure staff and foster parents understand and are familiar with the youth's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall endeavor to employ staff and recruit foster parents representative of the community served.

C.10.2.2 The Provider shall have the capacity to provide linguistically competent services through staff that are fluent in the languages spoken by the children and youth being served, or from another source providing such services. The Provider shall have the capacity to serve hearing impaired clients.

C.10.3 Community-Based Services

C.10.3.1 The Provider shall support foster families in assisting children and youth in maintaining connections with schools, churches, friends and families, as appropriate. The Provider shall develop and maintain linkage that strengthens the relationship with the child/youth's home communities, and/or the community in which he/she may be residing upon discharge.

C.10.3.2 The Provider shall develop a community-based network of services and affiliations that will facilitate supportive services for children/youth and their families in the community of origin, community of placement, and/or community where a potential kinship care or family-based foster care provider resides.

C.10.3.3 The Provider shall implement a model or practice that supports children and youth in becoming involved in community-based services.

C.10.3.4 The Provider shall ensure that children and youth develop skills for living successfully in the community. Foster parents shall make community resources available to children and youth, and encourage participation and involvement in community based programming. Volunteer civic activities, use of public agencies/services such as the local library and health clinic, and recreational activities at a local gym or community center are some examples of such skills. The Provider shall include a description of the model for developing community connections in its business plan, and the community resources it plans to utilize.

C.10.3.5 The Provider shall ensure that every child or youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. The Provider shall

ensure foster parents make meal choices or alternatives available that respect the religious practices of children and youth.

C.10.3.6 The Provider shall link children or youth with organizations that can provide education and support services for any gay, lesbian, bisexual, transgendered and questioning children and youth in need of these services.

C.10.4 Transportation

C.10.4.1 The Provider shall ensure transportation for children/youth to all:

C.10.4.1.1 Routine and emergency medical and mental health appointments;

C.10.4.1.2 Daily school/educational, extra-curricular and vocational activities; including transportation expenses incurred to take dependent children to and from day care provider;

C.10.4.1.3 Recreational activities;

C.10.4.1.4 Community activities;

C.10.4.1.5 Family activities and visits;

C.10.4.1.6 Reviews, court appearances, and conferences.

C.10.4.2 The Provider shall ensure vehicles include all safety devices required by law. The Provider shall submit upon request of the Contracting Officer copies of vehicle registrations and inspections, if applicable.

C.10.4.3 The Provider shall ensure that its transportation protocol includes provisions for safe transport and transfer of children and youth from the care and supervision of one approved adult to another. Such protocol should include documented signature by the individual(s) relinquishing supervision of the child or youth for the purposes of the transport, the individual(s) assuming supervision post-transport, as well as the signature and identity of the transportation carrier and driver. The Provider shall transport to school any child/youth that is maintained in their school of origin.

C.10.5 Mandatory and Unusual Incident Reporting

C.10.5.1 The Provider must report any alleged child abuse, neglect or other risk to residents' health and safety to the CFSA Hotline (202-671-SAFE).

C.10.5.2 The Provider shall follow the procedures and requirements outlined in 29 DCMR Chapter 60 licensing regulations for mandatory reporting of unusual incidents, abuse, neglect or other risks to the foster child's health or safety and in accordance with CFSA policy on unusual incidents and critical events. The Provider must also file an unusual incident report any time the resident and/or staff has engaged in an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.

C.10.6 Quality Assurance and Data Collection Requirements

C.10.6.1 The Provider shall develop and maintain a quality assurance system that collects and assesses, at a minimum, the data indicated in Section B outlining the outcome specifications and Exit Plan benchmarks and federal guidelines. As part of its business plan, the Provider shall submit an overview of its quality assurance and/or continuous quality improvement system. CFSA will monitor

this system and data pertinent to the quality of care of CFSA children and youth. The Provider will amend or modify this system when necessary to allow for consistent measurement of outcomes.

- C.10.6.2 The Provider shall work collaboratively with CFSA in further development of indicators and outcome measures in the areas of safety, permanence and well-being.
- C.10.6.3 The Provider shall make its quality assurance system and data available for CFSA review, and respond to any data requests made by CFSA in regard to children and youth cared for as per this agreement.
- C.10.6.4 The Provider shall comply with the requirements for progress note documentation regarding children and youth placed by CFSA (see Section C.10.7 for details of documentation requirements).
- C.10.7 Recordkeeping and Documentation Requirements
 - C.10.7.1 The Provider shall ensure that all child and family information and documentation is entered into the FACES system and the case record. The CMSW shall input completed case plans, case and progress notes, documentation of required visits, and service plans and updates on all aspects of the case.
 - C.10.7.2 The Provider shall receive and maintain an up-to-date paper case record on each child or youth in its care that stores the case plan information, to include all aspects of service planning, treatment, progress notes, and other information pertinent to the child or youth in a manner conducive to managing care and audit review. The case record must be maintained in the red classification record. All closed records shall be returned in the red classification folder in proper order to CFSA's Closed Record files.
 - C.10.7.3 The Provider shall ensure that monthly reviews and updates to the case plan include detailed notes on the child or youth's progress, and/or lack thereof, for inclusion in the case plan and case record.
 - C.10.7.4 The Provider shall document on a weekly basis all case and progress notes on case management, treatment and service delivery that fully outline the care provided to the children and youth. This documentation must be made available to CFSA on a monthly basis, or as needed, to support potential (monthly) Targeted Case Management claims. The Provider shall include summary notes on date of service, the service providers and their credentials, the nature and extent of services, duration of the service units of service, and locations of service. The Provider's documentation shall include at a minimum, the following information each time a service is rendered:
 - C.10.7.4.1 Name of child/youth;
 - C.10.7.4.2 Child's Medicaid number or other identifier;
 - C.10.7.4.3 Child's Social Security Number
 - C.10.7.4.4 Name of provider and credentials/qualifications;
 - C.10.7.4.5 Date of service;
 - C.10.7.4.6 Location of service;
 - C.10.7.4.7 Type of service, i.e. Client Intake, Assessment, Case Planning, Service
 - C.10.7.4.8 Coordination and Monitoring and Case Plan Reassessment;
 - C.10.7.4.9 Duration of service;

- C.10.7.4.10 Progress notes describing what service was provided, why the service was provided and indicating how the service or intervention is assisting the child/youth in meeting their case plan goals;
- C.10.7.4.11 Other notes as required by scope of practice.
- C.10.7.5 The Provider shall ensure that all case notes remain in the child's treatment folder as part of the case record; and submit another copy with the invoice for services.
- C.10.7.6 The Provider shall adhere to Medicaid regulations that require each claim to Medicaid include a Medicaid enrolled child/youth; a provider that meets Medicaid eligibility as a licensed provider of the healing arts or under the supervision of a licensed provider if allowed in the District as part of the scope of practice; and be a Medicaid eligible service.
- C.10.8 Information Management System Requirements
 - C.10.8.1 The Provider shall meet the following requirements specified by CFSA's Child Information Systems Administration (CISA) for the purpose of meeting the data collection and documentation requirements.
 - C.10.8.1.1 Intel Core2 Duo, 3.00 GHz, 4 GB RAM
 - C.10.8.1.2 Windows 7 Professional / Home Edition Internet Explorer 8, Adobe Acrobat Reader 9.0 required for viewing reports that are printed in .pdf format.
 - C.10.8.1.3 Microsoft Office 2007 or 2010 or Word Viewer. This is required to view reports/forms printed in .doc or .docx format
 - C.10.8.1.4 Fax Viewer (Windows Fax Viewer) only required for those PCs that need to view scanned documents.
 - C.10.8.1.5 High speed Internet Connection
 - C.10.8.2 FACES.NET Access and Information
 - C.10.8.2.1 The Provider is required to maintain updated placement and foster family home information in FACES.NET that allows placement staff to access pertinent information electronically.
 - C.10.8.2.2 The Provider shall ensure that all staff responsible for managing FACES information participate and complete training initial and ongoing FACES.NET training, and have access to the security level necessary to perform his or her job.
 - C.10.8.2.3 The Provider shall ensure that each CMSW, and respective Social Work Supervisor, responsible for data entry of case management and foster family home information into FACES have access to the computer hardware and software requirements.
 - C.10.8.2.4 The Provider shall ensure that FACES.NET is the information system of record for all case data as well as quality assurance, outcomes and scorecard measures.

- C.10.8.2 The Provider shall enter all contact/case notes pertaining to social work service delivery into the CFSA information system within 72 hours of completion of an activity. The case notes shall adhere to requirements pertaining to Recordkeeping and Documentation.
- C.10.8.3 Technology Support
 - C.10.8.3.1 The Provider shall have the capacity for technology support via staff with expertise in the FACES.NET application and management of on-line reports. These staff shall be responsible for providing functional assistance to its own agency staff, and participate in CFSA design sessions and enhancement meetings.
- C.10.9 Business Plan and Budget
 - C.10.9.1 The Provider shall develop a written business plan that addresses and fully describes how the tasks and requirements specified in this HCA will be accomplished. The business plan shall include a detailed budget that includes all costs associated with operating the program.
- C.10.10 Recordkeeping and Documentation Requirements
 - C.10.10.1 The Provider shall send to the Case Manager preparatory documents prior to the scheduled case plan review meeting, and a summary update to the plan following the review for inclusion in the CFSA case record. The Provider shall ensure that these monthly reviews and updates to the case plan include detailed notes on the child or youth's social, behavioral and educational or employment progress, and/or lack thereof, for inclusion in the CFSA case record.
 - C.10.10.2 The Provider shall establish and maintain an up-to-date record on each child or youth in its care. The record shall include all service planning, treatment, progress notes, with detail information on educational and career goals and current standing and other information pertinent to the child or youth in a manner conducive to managing care and audit review.
 - C.10.10.3 The Provider shall maintain for a minimum of 2 years and be prepared to submit to CFSA's Business Services Administration (BSA) all case plans (signed), treatment plans (signed) and progress notes on treatment and service delivery that fully outline the care provided to children and youth. The Provider shall ensure that medical necessity is documented for each client, and that all summary notes contain dates, start/end times and duration of service, the service provider's name and their credentials, the type, nature and extent of the service, units of service, and place of service.[V1] The Provider shall ensure that all such summary notes are up-to-date and available for monthly review by CFSA's BSA.

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1 The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- D.1.2 All packages, letters documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1 All postage and or mailing fees connected with performance of this HCA shall be the responsibility of the Provider.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F : DELIVERIES OR PERFORMANCE

F.1 TERM OF AGREEMENT

- F.1.1 The term of this human care agreement shall be for a base period of one (1) year with (2) additional one year option periods, from the date award subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.
- F.1.2 If the Provider fails to perform its obligations under this human care agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this human care agreement, the District may terminate this human care agreement for default or convenience of the District upon serving written notice of termination to the Contractor in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.1.1.
- F.1.3 The District reserves the right to cancel a task order issued pursuant to this human care agreement upon thirty (30) days written notice to the Contractor.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this human care agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this human care agreement.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

- F.3.1 The District Government may extend the term of this human care agreement for a period of two (2) one (1) year option periods, successive fractions thereof, by written notice to the Provider prior to the expiration of the agreement; provided that the District gives the Provider a preliminary written notice of its intent to extend at least thirty (30) days before the human care agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- F.3.2 If the District exercises this option, the extended agreement shall be considered to include this option provision.
- F.3.3 The service rates for the option periods shall be the same as for the Base Year. The option year rates are subject to adjustments based on the availability of funding.
- F.3.4 The total duration of this including the exercise of any options under this clause shall not exceed three (3) years.

F.4 DELIVERABLES

Number	Deliverable	Qty.	Format/Method of Delivery	Due Date	To Whom
1	Mandatory and Unusual Incident Reporting	1	Hard copy/Telephone	In accordance with 27 DCMR Chapter 62	In accordance with 27 DCMR Chapter 62
2	Progress Notes	2	Hard Copy	Monthly with Invoice	Business Service Administration and Agency Chief Fiscal Office
3	Weekly Census Report for Placement Service Reconciliation Unit	1	Email	Weekly	Placement Unit
4	Court Report	1	Email	Five (5) days before the filing deadline	AAG
5.	Case Plans	1	Hard Copy	Thirty days of Transfer	The CMSW
6.	Complete ICPC Packets	1	Hard Copy	Prior to, or within 48 hours or 2 business days if making or changing placement	Placement Administration - ICPC Office
7.	Monthly Report in accordance with Section C.9.1.6	1	Email	By the 7 th of each month for the previous month	Placement Administration
8.	Quarterly Expenditure Report	1	CFSA will provide the required format and method of delivery	Forty-five days of the end of each quarter	CFSA Office of Revenue Operations

F.4.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.4.5 of this human care agreement that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.4.2 Progress notes which shall be submitted monthly may provider, licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, client ID, case ID, social security number of the child to whom services were provided. Basically, the notes must describe the “who, what, where, why, when, and how” of service provision.

F.4.2.1 who (who is the service provider and who is the recipient of service)?

F.4.2.2 what (what type of service was provided?);

- F.4.2.3 where (where/what location did provision of service take place)?
- F.4.2.4 why (why was the service provided?)
- F.4.2.5 when (when/what date and time did the service take place? and
- F.4.2.6 how (how were services provided i.e. via face-to face, telephone, etc.) services were provided.

Note: All of the above information shall also be maintained in the client's case file.

F.5 PROVIDER QUARTERLY EXPENDITURE REPORTING

- F.5.1 Providers shall report all expenditures (accrued/cash) related to this contract on a quarterly basis. Expenditures must be reported as they were itemized in the contract "Budget Summary Form" via "Excel" worksheets(s). CFSA will provide the required format for the Quarterly Expenditures Report. The Quarterly Expenditures Reports are due to the CFSA, Office of Revenue Operations within forty-five days of the end of each quarter. The expenditures are to be reported by Federal Fiscal Year (FFY) quarters. The FFY quarters are noted as follows:
 - October 1st thru December 31st
 - January 1st thru March 31st
 - April 1st thru June 30th
 - July 1st thru September 30th
- F.5.2 Additionally, the Provider must submit the position description of each position detailed in Schedule 1 Salary and Wages; and Schedule 3 Consulting/Experts with the initial Quarterly Expenditure Report.

F.6 PROVIDER CLOSE-OUT PACKAGE

- F.6.1 Within six (6) months of the expiration/termination of this contract, the Provider shall submit the Close-Out Package to the CFSA Office of Revenue Operations and Contracts and Procurement Administration. The Close-Out Package shall include the following:
 - An "Excel" worksheet(s), which summarizes all of the expenditures associated with this contract. The summary must detail the expenditures as they were itemized in the original contract "Budget Summary Form"
 - An "Excel" worksheet(s), which summarizes all of receipts/revenue paid under this contract and the accompanying monthly supporting invoices.
 - The Provider's shall submit their most recent agency-wide annual audit report.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this human care agreement, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this human care agreement.
- G.1.2 The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.
- G.2.2 The Provider will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.2.3 The Provider shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.2.4 Once an MPUR is certified by the Provider for the generation of an invoice, it cannot be modified.
- G.2.5 The Provider must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.2.6 If the Provider is unable to access the PPW, it is the Provider’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.2.7 If there is a substantive, not technical, problem with the Provider’s PPW invoice, it is the Provider’s responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.2.8 If the Provider fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.

- G.2.9 The Provider shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations
200 I Street, S.E., Suite 2030
Washington, DC 20003

This invoice shall not be submitted no later than 20 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, HCA number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For human care agreements subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.
- G.3 No final payment shall be made to the Provider until the CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT

- G.4.1 The District will pay the amount due the Provider under this human care agreement in accordance with the terms of the human care agreement and upon presentation of a complete and properly executed invoice.

G.5 ASSIGNMENTS OF HCA PAYMENTS

- G.5.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this human care agreement, the Provider may assign funds due or to become due as a result of the performance of this human care agreement to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this human care agreement, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the human care agreement, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,

Make payment of this invoice _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a human care agreement:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does

not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Human Care Agreements may be entered into and signed on behalf of the District only by the Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, S.E., Suite 2030
Washington, D.C. 20003
(202) 724-5300

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this human care agreement.
- G.8.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this human care agreement, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the human care agreement price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers

G.9.2 The address and telephone number of the CA is:

Laura Heaven, LICSW
Child and Family Services Agency
Foster Care Resources Administration
200 I Street, S.E., Suite 3201
Washington, DC 20003
Laura.Heaven@dc.gov
Phone: (202) 724-7201
Fax: (202) 727-5666

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 MONITORING

G.10.1 The Provider shall comply with the Child and Family Services Agency's Contracts Management and Performance Improvement Administration's (CMPIA) protocol for monitoring this human care agreement and task order requirements and deliverables.

G.10.2 The Provider shall be expected to submit data and quality assurance information that enables CFSA Monitors to review the status of service delivery, outcomes and indicators.

G.10.3 The Provider shall allow CMPIA to complete periodic scheduled and unscheduled site visits as needed and at any location determined necessary by CMPIA to assess performance, monitor, discuss and report on the delivery of services required under this human care agreement and ask order.

G.10.4 The Provider shall participate in all technical assistance and support activities as requested by the Provider, or as deemed necessary as part of any CMPIA designated Program Improvement Plan (PIP).

G.11 ORDERING CLAUSE

- G.11.1 Any supplies and services to be furnished under this HCA shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this HCA.
- G.11.2 All delivery orders or purchase/task orders are subject to the terms and conditions of this HCA. In the event of a conflict between a delivery order or task order and this HCA, the HCA shall control.
- G.11.3 If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.
- G.11.4 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- G.11.5 All task order issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- G.11.6 Task Orders may be issued up to the maximum capacity that the contractor is capable of providing. However, the District does not guarantee that the maximum capacity will be met.

G.12 COMPLIANCE WITH SERVICE RATES

- G.12.1 The District will only pay, in accordance with the service rates shown in Section B, Human Care Services and Service Rates for services provided under this human care agreement. If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment.
- G.12.2 If the Provider’s in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.
- G.12.3 If the Provider’s in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider’s unregulated costs may be subject to negotiation.
- G.12.4 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 12, dated June 13, 2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Attachment J.1.4 of this qualification. The Contractor shall be bound by the wage rates for the term of the human care agreement. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the human care agreement, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District human care agreement with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the human care agreement is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the human care agreement, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. ("First Source Act").

H.4.2 The Provider shall enter into and maintain, during the term of the human care agreement, a First Source Employment Agreement, in which the Contractor shall agree that: The first source for

finding employees to fill all jobs created in order to perform this human care agreement shall be the Department of Employment Services (“DOES”); and the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Provider shall submit to DOES, no later than the 10th each month following execution of the human care agreement, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The compliance report for the human care agreement shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.4.4 If the human care agreement amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the human care agreement shall be District residents.

H.4.5 With the submission of the Provider’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of

Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson. The Contractor enters into a special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

- H.4.7 Upon receipt of the contractor's final payment request and related documentation pursuant to Sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the human care agreement any decision of the Contracting Officer pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.5.1 For all new employment resulting from this human care agreement or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.5.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.5.2 The Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this HCA. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY

The Provider shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this human care agreement.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

- H.7.1 During the performance of the human care agreement, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

H.7.2 CFSA family based contracts must ensure that the Providers assess the needs of clients and provide auxiliary aids and interpreters as required to ensure effective communication with the clients.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the human care agreement, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) et seq.

H.9 PROVIDER RESPONSIBILITIES

H.9.1 Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of his Human care agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this human care agreement.

H.9.2 The Provider bears primary responsibility for ensuring that the Provider fulfills all its human care agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this human care agreement.

H.9.3 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this human care agreement.

H.9.4 Staffing Requirements

H.9.4.1 Staffing Array and Qualifications

H.9.4.1.1 The Case Management and Family Based Foster Care Agency shall staff its program in accordance with licensing regulations governing these services in the jurisdiction in which the program operates, and with those outlined in this section.

H.9.4.1.2 Staff in positions requiring licensed credentials must demonstrate current and active licensure. The following outlines the staffing qualifications and credentials required for certain positions within the organization for all types of Family Based Foster Care, but does not represent a full staffing array for the organization:

H.9.4.1.2.A Administrator, Director, or Chief Executive Officer of organization with a Ph.D., Psy.D., Ed.D., or Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of three (3) years experience in management of human services organization. Or, a Bachelor's

degree and five (5) years experience in management of a human services organization, with particular focus in child welfare residential work with children and youth.

- H.9.4.1.2.B Program Director with a Master's degree in Social Work, Psychology, Public Administration, or related field; or, Bachelor's Degree in relevant field and a minimum of four (4) years of experience in directing programs serving children or adolescents.
- H.9.4.1.2.C Supervisory Social Worker(s) with Bachelor's Degree in Social Work from a school accredited by the Council of Social Work Education; and possess a LICSW in the jurisdiction in which services are provided. Prior casework and/or experience working with child welfare services preferred.
- H.9.4.1.2.D Social Workers with Bachelor's Degree in Social Work from a school accredited by the Council of Social Work Education, and licensed in the jurisdiction in which services are being delivered.
- H.9.4.1.2.E Social Worker Aides or Assistants with Bachelor's Degree in Social Work or related field, and one year of experience in services provided to children or youth.
- H.9.4.1.2.F The contractor may provide Quality Assurance Services enumerated elsewhere in the contract utilizing existing staff from within the Contractor's organization with a Bachelor's or Master's Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.
- H.9.4.1.2.G The Provider shall ensure that the following is performed by existing staff within the Contractor's organization with qualifications:
- Educational and Life Skills Coordinator(s) with a minimum of a Bachelor's Degree in relevant field of study. Position facilitates tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.
- H.9.4.1.2.H The Provider shall ensure on call availability of a physician.
- H.9.4.1.3 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Therapeutic Family Based Foster Care shall utilize existing staff to provide supportive clinical assistance to Case Managing Social Workers and foster parents involved in therapeutic care. This function should include guidance on managing emotional and behavioral conditions common to children and youth with therapeutic needs, and home-based implementation of strategies and coaching to foster parents. The Director of Social Work and Clinical Services shall supervisor this staff, and have access to a Psychologist or Psychiatrist for clinical and medication administration consult.
- H.9.4.1.4 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Specialized Family Based Foster Care shall ensure a Director of Health Services performs the function of providing medical guidance and oversight of care for children and youth suffering from medical conditions that require placement in Specialized Family Based Foster Care. This Director shall possess a Master's Degree in Health Care Management or similar field, and experience in health care of children or youth with medically fragile conditions.

H.9.4.1.5 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Specialized Family Based Foster Care shall staff Home Health Care Aides that visit the homes of children and youth placed with medically fragile conditions to implement a proper health care system in the foster home, provide ongoing supports to foster parents and Case Managing Social Workers, and periodically monitor this care in the home to ensure safety and well-being.

H.9.4.2 Staff Security Requirements

H.9.4.2.1 The Provider shall conduct routine, pre-employment child protection and criminal record background checks of the Provider's staff and prospective staff to include consultants and sub-contracts with access to children. All staff, employees, consultants and sub-contractors must be cleared through the Child Protection Register and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this HCA, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services. The Provider must ensure that employees, consultants and subcontractors obtain FBI and local police clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.

H.9.4.2.2 The Provider shall not employ any staff in the fulfillment of work under this human care agreement unless said person has undergone both background checks evidencing there are not any convictions of the following:

H.9.4.2.2.1 Child abuse;

H.9.4.2.2.2 Child neglect;

H.9.4.2.2.3 Spousal abuse;

H.9.4.2.2.4 A crime against children, including child pornography;

H.9.4.2.2.5 A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;

H.9.4.2.2.6 Or, there is any information that the staff has been identified as a possible abuser or neglecter in a pending child abuse or neglect case.

H.9.4.2.3 The Provider shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.

H.9.4.2.4 The Provider shall terminate any staff for which an allegation of any of the following has been substantiated:

H.9.4.2.4.1 Neglect of children;

H.9.4.2.4.2 Physical abuse of children, families or staff members;

H.9.4.2.4.3 Sexual abuse or harassment of children, families or staff members;

H.9.4.2.4.4 Verbal or emotional abuse of children, families or staff members;

H.9.4.2.4.5 Drug or alcohol use on the premises or with children and families, or such that the staff is under the influence while on duty;

H.9.4.2.4.6 Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

- H.9.4.2.5 The Provider shall place a staff on suspension or administrative leave and bar access to children or youth following an allegation, and during the time of investigation into those criteria listed in above in Section H.9.4.2.4 of this agreement.
- H.9.4.2.6 CFSA will consider as sufficient cause for placement restriction, and possible result in HCA termination, the Provider's failure to dismiss employees for the conditions listed in Section H.9.4.2.4 of this agreement.
- H.9.4.2.7 CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.
- H.9.4.3 Staff Training and Development
- H.9.4.3.1 The Provider shall ensure staff can effectively perform the roles and responsibilities associated with their positions. The Provider shall ensure that Social Workers, Social Worker Aides/Assistants and Supervisory Social Workers are trained in accordance with the LaShawn A. v Gray Implementation and Exit Plan (IEP) and in compliance with CWTA Policy required for pre-service and in-service training.
- H.9.4.3.1.A New Social Workers and social worker aids/assistants shall receive the required 80 hours of pre-service training through a combination of classroom and on-the-job training in assigned units prior to accepting case responsibility.
- H.9.4.3.1.B New Supervisors shall receive a minimum of 40 hours or pre-service training on supervision of child welfare workers within three months of assuming supervisory responsibility.
- H.9.4.3.1.C Previously Hired Social Workers and social worker aids/assistants shall receive annually a minimum of five (5) full training days (or a minimum of 30 hours) of structured in-service training geared toward professional development and specific core and advanced competencies. Providers may take advantage of CFSA's provision of this training, or may elect to obtain the training elsewhere. Documentation must be provided to CFSA with details of any training obtained by institutions/organizations other than CFSA. Any costs borne by the Provider associated with the training should be paid for via the Combined Services Item.
- H.9.4.3.1.D Supervisors, Program Managers and Directors shall receive annually a minimum of 24 hours of structured in-service training.
- H.9.4.3.2 The Provider shall maintain training records, including name and credentials of trainers, staff attendance and copies of the curriculum.
- H.9.4.4 Caseload Parameters
- H.9.4.4.1 The Provider of Traditional and Teen Parent Family Based Foster Care shall assign caseloads to each Case Managing Social Worker in adherence to the Amend Implementation Plan guidelines of fifteen (15) cases per Case Managing Social Worker. The Provider may maintain caseloads with fewer cases, but the AIP Parameters shall serve as the maximum numbers allowable. The Provider shall take dependent children of Teen Parents into consideration when assigning

caseloads. The dependent child of a Teen occupies 50% of a contracted slot, with per diem paid to the Provider in accordance with this partial slot arrangement.

H.9.4.4.2 The Provider shall ensure Supervisory Social Workers do not manage more than five (5) Case Managing Social Workers and one (1) Social Work Assistant for a total of six (6) staff.

H.9.4.4.3 There should never be more than 10 therapeutic children on a caseload. If the cases are mixed (therapeutic and traditional or therapeutic and community), the therapeutic cases will count as two each, and the remaining case can be either traditional and/or community, but shall not exceed 15 total cases (i.e. a social worker with w therapeutic causes can only have 11 additional cases to here caseload).

H.10 CLIENT RECORDS

The record of each client placed with the provider during the term of this agreement is the property of the District. The Provider shall provide the District with copies of these records upon conclusion of services or termination of the agreement

H.11 REGULATORY AND POLICY COMPLIANCE

H.11.1.1 Child Placing Agency Licensure and Organizational Requirements

H.11.1.1.1 The Provider of family based foster care and/or adoptions services in neighboring jurisdictions shall obtain Child Placing Agency licensure in accordance with the regulations governing such services in the respective jurisdiction. In the District of Columbia, the Provider shall obtain licensure via the DC Department of Health in accordance with DCMR Title 29, Chapter 16, “Standards of Placement, Care and Services for Child-Placing Agencies. If providing services in Maryland, the Provider shall pursue child placing agency licensure in accordance with COMAR; or, if providing services in Virginia, in accordance with Code of Virginia child placing agency licensing regulations.

H.11.1.1.2 The Provider shall uphold these licensing standards considered to be the minimum standards for providing foster care and adoption services in the respective jurisdiction. The Provider is required to meet all requirements of this HCA, which may be more stringent than licensing guidelines.

H.11.1.1.3 The Provider shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this HCA, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office.

H.11.1.1.4 The Provider organization shall maintain a Board of Directors, or similar governing body, that provides legal oversight and is comprised of representatives from the community with experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic group home environment.

H.11.1.2 CFSA Policy and Procedure

- H.11.1.2.1 The Provider shall ensure programming is consistent with policies, procedures and standards promulgated by the DC Child and Family Services Agency.
- H.11.1.2.2 The Provider shall comply with all District and Federal funding requirements and any related policies established by CFSA to ensure funding of programs and services outlined in this Scope of Services and the associated Human Care Agreement.
- H.11.1.2.3 The Provider shall submit as part of its business plan, a policies and procedures manual(s) that, at a minimum, describes in detail the philosophy and approach to care, program management, admissions, service delivery, behavior management, facility management and safety measures, staffing guidelines and training requirements, and residents' rules of conduct to include rights and responsibilities and grievance procedures.
- H.11.1.3 Business Facility and Foster Home Compliance
 - H.11.1.3.1 The Provider's facilities shall maintain compliance with all local and federal housing and building code regulations, including both external and internal handicap-accessibility.
 - H.11.1.3.2 All Providers shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). Failure to comply with the requirements may render a Provider subject to suspension of invoice payments, termination of the HCA or other available legal remedies.
 - H.11.3.3 In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person eligible for services shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under, any program activity receiving HCA funds.
 - H.11.1.3.4 The Provider shall maintain an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.
 - H.11.1.3.5 The Provider shall ensure that foster homes in the District of Columbia meet the facility requirements outlined in 29 DCMR Chapter 60 specific to the children and youth served by them. The Provider of services in jurisdictions other than the District of Columbia shall ensure foster homes meet the facility requirements outlined in the respective licensing regulations.
 - H.11.1.3.6 The Provider, at a minimum, shall have the following to address emergency requirements:
 - H.11.1.3.6.A Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
 - H.11.1.3.6.B The Provider shall develop a written plan on meeting the requirements of Section H.

H.11.1.4 Non-Discrimination

H.11.1.4.1 The Contractor shall comply with all applicable District of Columbia laws and regulations. In particular, this HCA issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Contractor's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the HCA. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. D.C. Code, 2001 Ed., §2-1402.68.

H.11.1.4.1 The Provider shall provide an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

H.12 HUMAN CARE AGREEMENT TRANSITION PERIOD

H.12.1 In the event of either termination or pending expiration of this human care agreement, the Contractor shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the Transition Period.

H.12.2 The CA shall provide the Contractor, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.12.3 During the Transition Period the Contractor shall cooperate with the CA to ensure that all clients are transitioned.

H.12.4 The Contractor shall continue to provide the services as described in this human care agreement during the Transition Period. The Contractor shall continue to follow the billing procedures outlined in Section G of this human care agreement.

H.12.5 The Transition Period shall be no more than sixty (60) days prior to the expiration date of the human care agreement. If the Transition Period is utilized to the expiration of the human care agreement, the Contractor is to submit the final invoice within 30 days of the human care agreement expiration.

H.13 AUDITS AND RECORDS

H.13.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.13.2 **Examination of Costs:** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable HCA, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this HCA. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the HCA.

- H.13.3 **Cost or Pricing Data:** The Provider shall submit cost or pricing data in connection with any pricing action relating to this HCA, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Provider's records, including computations and projections, related to:
- a) The statement of qualifications for the HCA, subcontract, or modification;
 - b) The discussions conducted on the statement of qualifications, including those related to negotiating;
 - c) Pricing of the HCA, subcontract, or modification; or
 - d) Performance of the HCA, subcontract or modification.
- H.13.4 Comptroller General
- H.13.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this HCA or a subcontract hereunder.
- H.13.4.2 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- H.13.5 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- H.13.6 Reports: If the Provider is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
- a) The effectiveness of the Provider's policies and procedures to produce data compatible with the objectives of these reports; and
 - b) The data reported.
- H.13.7 Availability: The Provider shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.12.1 through H.12.6, for examination, audit, or reproduction, until 3 years after final payment under this HCA or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this HCA. In addition:
- a) If this HCA is completely or partially terminated, the Provider shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - b) The Provider shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this HCA until such appeals, litigation, or claims are finally resolved.

H.13.8 The Provider shall insert a clause containing all the terms of this clause, including this section H.12.8, in all subcontracts under this HCA that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports described in H.12.6 of this clause.

H.14 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.14.1 A provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Provider shall request criminal background checks for the following positions:

All positions listed in their business plan with direct contact with children/youth.

H.14.2 The Provider shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

Those positions listed in the business plan which requires an individual to drive a motor vehicle to transport children/youth.

H.14.3 The Provider shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.14.4 The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.14.5 The Provider shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Provider has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family

offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Provider has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.14.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.14.7 Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Provider is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States,
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.14.8 The Provider shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.14.9 Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.14.10 The Provider shall request traffic records checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.14.11 The Provider shall provide copies of all criminal background and traffic check reports to the CA.
- H.14.12 The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.14.13 The Provider may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.14.14 The Provider may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.14.15 The Provider shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.14.16 Unless otherwise specified herein, the Provider shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.14.1 and H.14.2.
- H.14.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.14.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.14.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the

applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

- H.14.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

H.15 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

H.15.1 WAY TO WORK AMENDMENT ACT OF 2006

- H.15.1.1 Except as described in H.15.1.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.15.1.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.15.1.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.15.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.15.1.5 The Provider shall provide a copy of the Fact Sheet attached as J.1.4 of the HCA solicitation to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice attached as J.1.4 of the HCA solicitation in a conspicuous place in its place of business. The Provider all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.15.1.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.15.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.15.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.15.1.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.16 HIPAA PRIVACY COMPLIANCE

H.16.1 For the purpose of this agreement Child and Family Services (CFSa), a covered component within the District of Columbia's Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the "HIPAA Regulations") and (Contractor Name) _____, as a recipient of Protected Health

Information or electronic Protected Health Information from Child and Family Services, is a “Business Associate” as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government’s hybrid entity or a District agency following HIPAA best practices.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. Designated Record Set means a group of records maintained by or for the Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental

- condition, or functional status, of an individual or that affects the structure or function of the body; and
- ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for

overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.

- n. *Privacy Officer.* The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. *Protected Health Information.* "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;

Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Security Officer.* The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. *Security Rule.* "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter “PHI” or Protected Health Information”) other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District’s compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District’s compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the attached hereto as Exhibit A and incorporated by reference.

- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
 - j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
 - k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
 - l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
 - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the

Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:

- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
- ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
- v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
- vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security

regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it.

Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

- i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the

Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.

- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical

boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:

If to the Covered Entity, to:

Child and Family Services and Education Privacy
Officer
200 I Street, S.E.
Suite 3620
Washington, D.C. 20003
Attention: Dionne M. Bryant
Fax: 202-727-6333

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph l k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

Exhibit A *Identity and Procedure Verification*

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP), are incorporated as Attachment J.1.1, resulting from this human care agreement. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS

Continuation of this human care agreement beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.
- I.3.2 All services or treatment provided by the Contractor through referrals by the District to the Contractor shall be provided in a confidential manner and the Contractor shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this human care agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to human care agreement administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance

or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to human care agreement administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this human care agreement shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this human care agreement, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this human care agreement, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Human Care Agreement No.

with _____ (Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the human care agreement prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this human care agreement. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this human care agreement any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this human care agreement, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this human care agreement or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under

this human care agreement, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this human care agreement, or (ii) based upon any data furnished under this human care agreement, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under human care agreement, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this human care agreement. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Provider's work and services required hereunder.

I.8 INSURANCE

- I.8.1 **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this HCA, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this HCA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is

canceled prior to the expiration date shown on the certificate. The Provider shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- I.8.1.1 Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the services performed under this HCA.
- I.8.1.2 Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3 Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
- I.8.1.4 Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.1.6 Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate. The Provider shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this HCA.
- I.8.1.7 Crime Insurance (3rd Party Indemnity). The Provider shall provide a 3rd Party Crime policy to cover the dishonest acts of Provider's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.1.8 Sexual/Physical Abuse & Molestation. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- I.8.1.9 All Risk Property Insurance. The Provider shall provide all risk property insurance on all building and content of the facilities utilized to house children referred by CFSA, including business interruption, providing coverage on a replacement cost basis, as applicable.
- I.8.1.10 DURATION. The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- I.8.1.11 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.
- I.8.1.12 PROVIDER'S PROPERTY. Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.1.13 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- I.8.1.14 NOTIFICATION. The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- I.8.2 CERTIFICATES OF INSURANCE. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, S.E., Suite 2030
Washington, D.C. 20003
Phone: (202) 724-5300
Fax: (202) 727-5886

I.9 CONTINUITY OF SERVICES

- I.9.1 The Contractor recognizes that the services provided under this HCA are vital to the District of Columbia and must be continued without interruption and that, upon HCA expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.9.1.1 Furnish phase-out, phase-in (transition) training; and

- I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.9.2 The Contractor shall, upon the Contracting Officer's written notice:
 - I.9.2.1 Furnish phase-in, phase-out services for up to 90 days after this HCA expires and
 - I.9.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.9.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this HCA are maintained at the required level of proficiency.
- I.9.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this HCA. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.9.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after HCA expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this HCA.

I.10 ACCESS TO RECORDS

- I.10 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the HCA.
- I.102 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.10.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.11 ORDER OF PRECEDENCE

- I.11.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order precedence:

- I.11.1.1 LaShawn A. v. Gray court order.
- I.11.1.2 Any Task Orders issued pursuant to this HCA.
- I.11.1.3 Sections A through J of this HCA.
- I.11.1.4 This HCA, including specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings and agreements are merged herein.

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any HCA in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 DOCUMENT INCORPORATED BY REFERENCE AND ATTACHMENTS MADE A PART OF THIS HUMAN CARE AGREEMENT

- J.1.1 Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007 (**this document incorporated by reference is located at www.ocp.dc.gov, click on “Vendor Support Center”, then “Solicitation Attachments”**)
- J.1.2 Foster Care Rates Effective January 1, 2012 - Attachment A
- J.1.3 Youth Benchmarks - Attachment A
- J.1.4 Wage Determination No. 2005-2103, Revision No. 12 dated June 13, 2012
- J.1.6 The Living Wage Act Notice and Fact Sheet
- J.1.7 29 DCMR Chapter 60
- J.1.8 29 DCMR Chapter 62
- J.1.9 Out of Home Practice Model

J.2 INCORPORATED ATTACHMENTS (the following documents incorporated by reference are located at www.ocp.dc.gov, click on “Vendor Support Center”, then “Solicitation Attachments”) except Attachment A.

- J.2.1 EEO Compliance
- J.2.2 First Source Employment Agreement
- J.2.3 Tax Certification Affidavit
- J.2.4 Budget Package Instructions – Attachment A
- J.2.5 Budget Package Cover Sheet - Attachment A
- J.2.6 Cost Price Data Package
- J.2.7 Subcontracting Plan

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF SERVICES

BIDDER/OFFEROR CERTIFICATION FORM
(the following document is located at www.ocp.dc.gov,
click on “Vendor Support Center”, then “Solicitation Attachments”)

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
---	------------------------

<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?
<input type="checkbox"/> Other	Date established?
If "Other," please explain:	
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other </div>	
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.	
State _____ Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or (b) Explain its exemption from the requirement.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
<i>Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:</i>	
2.1 Been sanctioned relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" or "Other" in Part 2. For each "Other", include an explanation that provides the basis for not definitively responding "Yes" or "No".	
PART 3: BUSINESS RESPONSIBILITY	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
Please provide an explanation for each "Yes" or "Other" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remains undercharged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.

☐ Yes ☐ No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8
During the past three (3) years, has the bidder/offeror been audited by any government entity?

☐ Yes ☐ No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?

☐ Yes ☐ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

- (a) Within sixty (60) days of a material change to a response; and
- (b) Prior to the exercise of an option year contract.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.)

☐ Yes ☐ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

By checking the applicable line, the bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in the contract;

(b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

By checking the applicable line, the bidder/offeror certifies that:

___ 1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name:	Telephone #:	Fax #:
Title:	Email Address:	

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO THE HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all responses resulting from this solicitation. The Contracting Officer may reject all responses or waive any minor informality or irregularity in response received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award multiple HCAs to qualified Providers to satisfy all or part of the District's anticipated requirements for family base foster care services as described in the HCA after the Contracting Officer determines it is in the best interest of the District considering the service Provider's Qualification, its capability of providing the service, and a judgment that the price proposed by the Provider is reasonable.

L.2 PREPARATION AND SUBMISSION OF HCA RESPONSES

- L.2.1 One original and four (4) copies of the written business plans, Contractor Qualification Records and Cost and Price shall be submitted in three parts, titled "Human Care Qualifications Record", "Business Plan" and "Cost and Price". All three parts shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile will not be accepted. Each three parts shall be identified separately and submitted in a sealed envelope conspicuously marked: Human Care Qualifications Record", "Business Plan" and "Cost and Price" in Request for Qualification No.DCRL-2013-H-0039.

L.2.1.1 Human Care Qualifications Record – Part I

The Provider shall submit the Contractor's Qualifications Record and all attachments required by the CQR shall be tabbed according to the corresponding section number in the CQR.

- (a) Section I General Information
- (b) Section II Financial Responsibility Information, Attachment Financial Statement, Tax Certification Affidavit, Equal Employment Opportunity Documentation and First Source Employment Agreement; and Bidder/Offeror Certification Form
- (c) Section III Disclosure Information
- (d) Section IV Organization History, Background and Experience
- (e) Section V Personnel Critical to Provision of Services education, credentials and licensure: Attach list of resumes for all staff and credentials, if applicable.
- (f) Section VI Service data and Information

- (g) Section VI I Remarks Section
- (h) Section VIII Certification and Incorporation by Reference
- (i) Section IX Amendments (if, applicable)

L.2.1.2 Business Plan - Part II

The Provider shall submit its business plan in a package separate from the CQR.

The package shall be organized in accordance with the sections enumerated in this document.

- (a) Section I Provider's Business Plan in response to Section C.
- (b) Section II Provider's Staff Qualifications in response to Section H.

L.2.1.3 Cost and Price – Part III

The Provider shall submit its cost and price as a separate folder. The contractor shall include the following:

- (a) Section I Price Schedule
- (b) Section II Cost and Pricing Data for each CLIN for each year
- (c) Section III Cost Price Disclosure Statement
- (d) Section IV Budget for Each CLIN for each year.

If the Provider is submitting business plans for multiple program areas; each business plan shall follow the format listed herein and shall be submitted individually and clearly identified on the outside as to the program area.

L.2.2 HUMAN CARE AGREEMENT (HCA) PACKAGE SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BUSINESS PLANS AND LATE BUSINESS PLANS

L.2.2.1 HCA Submission

HCAs must be submitted no later than December 20, 2012. HCA package, modifications to hca pkg, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The hca pkg or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The hca or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The hca pkg plan is the only hca pkg plan received.

L.2.2.2 Withdrawal or Modification of Business Plans

An offeror may modify or withdraw its hca pkg upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of hca pkg, but not later than the closing date for receipt of hca pkg.

L.2.2.3 Postmarks

The only acceptable evidence to establish the date of a late hca pkg, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the business plan, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the hca pkg shall be considered late unless the provider can furnish evidence from the postal authorities of timely mailing.

L.2.2.4 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.2.2.5 Late Modifications

A late modification of a successful hca pkg, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.2.2.6 Late HCA Packages

A late HCA package, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.3 EXPLANATION TO PROSPECTIVE PROVIDERS

If a prospective provider has any questions relative to this solicitation, the prospective provider shall submit the question in writing to the contact person, identified on page one. The prospective provider shall submit questions no later than December 10, 2012 prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of hca pkgs. The District will furnish responses promptly to all other prospective Providers. An amendment to the HCA will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Providers. Oral explanations or instructions given before the award of the HCA will not be binding.

L.4 FAILURE TO SUBMIT OFFERS

Recipients of this qualification not responding with an offer should not return this human care agreement. Instead, they should advise the Contracts and Procurement Administration, 200 I Street SE, Suite 2031, Washington, DC 20003, telephone (202) 724-5300, by letter or postcard whether they want to receive this human care agreement for similar requirements. It is also requested that such recipients advise the Contract Specialist, Linda Thomas of the reason for not submitting a business plan in response to this human care agreement. If a recipient does not submit an offer and does not notify the Contracts Supervisor that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.5.1 Providers who include in their hca pkg data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This hca pkg includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Human Care Agreement is awarded as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this hca pkg if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.5.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this business plan."

L.6 OPTION YEARS

The provider shall include option year prices in its price/cost hca pkg. A submission may be determined to be unacceptable if it fails to include option year pricing.

L.7 PROTESTS

Any actual or prospective provider or contractor, who is aggrieved in connection with the qualification or award of a HCA, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a HCA which are apparent at the time set for receipt of initial hca pkg shall be filed with the Board prior to the time set for receipt of initial hca pkg. In procurements in which hca pkg are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of business plans following the incorporation.

The protest shall be filed in writing, with the Contract Appeals Board, 441 4th St., NW # 350 N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the human care agreement.

L.8 SIGNING OF SUBMISSIONS

The Provider shall sign the HCA package and print or type its name on the HCA, Offer and Award form of this solicitation. Submissions signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer. Erasures or other changes must be initialed by the person signing the bid.

- L.8.1 All correspondence concerning the CQR, business plan, and price or resulting contract will be mailed to the address shown on the response in the absence of written instructions from the bidder or contractor to the contrary. Any response submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any response submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Providers shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a rejection of the Provider's response.

L.9 UNNECESSARILY ELABORATE HCA

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the provider's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF HCA

All hca documents will be the property of the District and retained by the District, and therefore will not be returned to the Providers.

L.11 PREPARATION COSTS

The District is not liable for any costs incurred by the Providers in submitting business plan in response to this HCA/CQR.

L.12 ELECTRONIC COPY OF BUSINESS PLANS FOR FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

In addition to other statement of qualifications (CQR, business plan and cost and pricing information) submission requirements, the Provider must submit an electronic copy of its statement qualifications, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District statement qualifications following award of the HCA, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 FAMILIARIZATION WITH CONDITIONS

Providers shall thoroughly familiarize themselves with the terms and conditions of this request for qualifications and the HCA acquainting them with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished.

Providers will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.14 LEGAL STATUS OF PROVIDER

Each business plan must provide the following information:

- L.14.1 Name, address, telephone number and federal tax identification number of provider;
- L.14.2 A copy of each District of Columbia license, registration or certification that the Provider is required by law to obtain. This mandate also requires the Provider to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Provider is required by law to make such certification. If the Provider is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to HCA award or its exemption from such requirements; and
- L.14.3 If the Provider is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Provider shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Human Care Agreement Qualification, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. A Provider's failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original business plans, negotiations are conducted, Providers will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of business plan provision of the HCA. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Providers.

L.17 ACCEPTANCE PERIOD

The Provider agrees that its offer remains valid for a period of 180 calendar days from the closing date. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Provider to extend the offer for an additional thirty (30) days.

L.18 PRE-PROPOSAL CONFERENCE

L.18.1 A pre-proposal conference will be held at the Child and Family Services Agency -200 I Street, S.E., Washington, DC 20003 (*all visitors enter on the I Street entrance*), Conference Room 2658 on December 3, 2012 from 10:00 am to 12 NOON. Prospective Providers will be given an opportunity to ask questions regarding this Human Care solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Providers on the solicitation document as well as to clarify the contents of the solicitation. Attending Providers must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.18.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Providers who are listed on the official Providers' list as having received a copy of the solicitation. Answers will be sent by email to each prospective bidder.

L.19 HUMAN CARE AGREEMENT PACKAGE SUBMISSION DATE AND TIME

HCA Package must be submitted no later than 2:00 p.m. local time on December 20, 2012.

L.20 HAND DELIVER TO:

Child and Family Services Agency
Contracts and Procurement Administration
200 I Street SE, Suite 2030
Washington, D.C. 20003

L.21 SUBMISSION OF SUBCONTRACTING PLAN

Each Provider shall submit a certified and notarized subcontracting plan with business plan for approval by the CO. This plan shall meet the requirements described under §§ M.1.1 and M.1.6 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Provider cannot make any changes to its subcontracting plan without prior written approval by the CO and the Director of DSLBD. The approved plan will be incorporated into and become part of the HCA.

L.22 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.23 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

Tara Sigamoni
Agency Chief Contracting Officer
DC Child and Family Services Agency
200 I Street SE, Suite 2031
Phone: (202) 724-5300
Fax: (202) 727-5886

L.24 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.24.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.24.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and governmental business commitments.
- L.24.3 Evidence of the necessary organization experience, accounting and operational control, technical skills or the ability to obtain them.
- L.24.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.24.5 Evidence of a satisfactory performance record, record of integrity, and business ethics.
- L.24.6 Evidence of the necessary production, construction and technical equipment, and facilities or the ability to obtain them.
- L.24.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.24.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

SECTION M: EVALUATION FACTORS

M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for business plan submitted SBE in response to this Human Care Agreement (HCA).
- M.1.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive will receive the addition of five points on a 100-point scale added to the overall score for business plan submitted ROB in response to this HCA.
- M.1.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for business plan submitted LRB in response to this HCA.
- M.1.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted LBE in response to this HCA.
- M.1.2.5** Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points a two on a 100-point scale added to the overall score for business plan submitted DZE in response to this HCA.
- M.1.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted DBE in response to this HCA.
- M.1.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted VOB in response to this HCA.

M.1.2.8 Any prime contractor that is a local manufacturing business enterprises (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted LMBE in response to this HCA.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve equivalent of twelve (12%) points on a 100-point scale for business plan submitted in response to this HCA. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.5 Verification Offeror's Certification as a Certified Business Enterprises

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its hca. The contracting officer will verify the offeror's, certification with DSLBD and the offeror should not submit with its hca any documentation regarding its certification as a certified business enterprise.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 QUALIFICATION OF OPTION YEARS

The District will evaluate the total cost for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. The estimated quantities to be awarded will be determined at the time each option is exercised.

M.2.1 The government may reject an offer as non-responsive if it is materially unbalance as to price for the basic requirements and the option requirement. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.

M.3 QUALIFICATION FOR AWARD

Human Care Agreements will be awarded to the qualified provider(s) whose business plan is most advantageous to the District.

M.4 QUALIFICATION REVIEW

The Contracting Officer shall certify the financial and professional responsibility of each potential provider based on the following:

- (a) The type of business or organization and its history;
- (b) The resumes and professional qualifications of the business of the or organization's staff, including relevant professional and/or business licenses, affiliations, and specialties;
- (c) Information attesting to financial capability, including financial statements;
- (d) Specialized experience and technical competence in the type of work required;
- (e) Capacity to accomplish the work in the required time;
- (f) A summary of similar contracts awarded to the service provider, and the service provider's performance of those contracts;
- (g) A certification of compliance with all applicable tax and filing requirements;
- (h) A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law;
- (i) A statement attesting to compliance with federal and district equal employment opportunity law;
- (j) Information about pending lawsuits or investigation, and judgment, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers; and
- (k) Acceptability under other appropriate characteristics of a prospective service provider.

M.4.1 Specialized Qualifications for Family Based Foster Care Human Care Agreement

- (l) Submit current child placing agency license; or, evidence of pending license eligibility to include a copy of the licensing application with contact information for the licensing entity in the respective jurisdiction.
- (m) Submit evidence of its three (3) most recent, consecutive annual monitoring evaluations that demonstrate favorable and effective performance for children, youth, and families.
- (n) Submit organizational structure that has a Quality Assurance System that includes a Quality Assurance Coordinator to manage programmatic outcomes, PPW (Placement Provider Web) data and other performance indicators.
- (o) Demonstrated organizational or CEO experience (3 years minimum) in providing similar human care services.